BILL NO. S-81-05-20

SPECIAL ORDINANCE NO. S-136-81

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF $1,300,000 ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY OF FORT WAYNE INDIANA, FOR THE PURPOSE OF MAKING A LOAN TO NABISCO, INC., IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES LOCATED IN ALLEN COUNTY, INDIANA; AUTHORIZING EXECUTION OF A FINANCING AGREEMENT PROVIDING FOR THE DELIVERY OF A NOTE AND ASSIGNMENT THEREOF AS SECURITY FOR SAID BONDS; AUTHORIZING AN INDENTURE OF TRUST APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF THE REVENUES FROM SUCH NOTE; AUTHORIZING THE TERMS AND SALE OF SAID BONDS; AND AUTHORIZING EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE FOREGOING AND RELATED MATTERS.

WHEREAS, the City of Fort Wayne, Indiana (hereinafter called the "City") is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. §18-6-4.5 as amended (hereinafter called the "Act") is authorized and empowered to adopt this Ordinance (the "Bond Ordinance") and to carry out its provisions; and

WHEREAS, Nabisco, Inc. (the "Company") is a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey with its principal office in East Hanover, New Jersey, and duly qualified to conduct business in the State of Indiana; and

WHEREAS, the Company has agreed to acquire and construct economic development facilities in an unincorporated area of Allen County, Indiana, if the City will finance the cost of such acquisition and construction; and

WHEREAS, such economic development facilities consist of office and distribution facilities, including a building, equipment and facilities in connection therewith (the "Project"), which are being acquired and constructed in Allen County to replace facilities formerly occupied by the Company which were destroyed by fire in December, 1978; and

WHEREAS, during acquisition and construction of the Project the Company has rented temporary facilities in or near the City, at which the Company employed approximately 27 persons with an estimated annual payroll of approximately $498,000, and the Project will result in the employment of approximately 52 persons with an estimated annual payroll of approximately $1,010,000; and

WHEREAS, the Fort Wayne Economic Development Commission has performed all action required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to this Common Council the forms of (1) Indenture of Trust (the "Indenture") dated as of May 1, 1981, between the City and Fort Wayne National Bank, Fort Wayne, Indiana (the "Trustee"), containing a form of economic development revenue bond; (2) Financing Agreement (the "Financing Agreement") dated as of May 1, 1981, between the City and the Company; (3) Bond Purchase Agreement (the "Bond Purchase

Agreement") dated the effective date of this Bond Ordinance, between the City and Thornton, Farish & Gauntt, Inc. (the "Underwriter"); (4) Official Statement (the "Official Statement") dated the effective date of this Bond Ordinance, of the City; and (5) this Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. Findings: Public Benefits. The Common Council of the City hereby finds and determines that the Project to be acquired and constructed with the proceeds of the Economic Development Revenue Bonds herein authorized are "economic development facilities" as that phrase is used in the Act; that acquisition and construction of the Project will increase employment opportunities and increase diversification of economic development facilities in and near the City, will improve and promote the economic stability, development and welfare of the area in and near the City and will encourage and promote the expansion of industry, trade and commerce in the area in and near the City and the location of other new industries in such area; and that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is defined in the Act) which will be required by the Project.

Section 2. Authorization of Economic Development Revenue Bonds. In order to pay the cost of acquiring and constructing the Project, there are hereby authorized to be issued, sold and delivered $1,300,000 aggregate principal amount of Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981 of the City (the "Series 1981 Bonds"). Any additional costs of the Project, not paid for with Series 1981 Bond proceeds, will be paid for by the Company unless paid for with the proceeds of additional parity bonds (the "Additional Bonds") as identified in the Indenture.

Section 3. Terms for the Series 1981 Bonds. The total principal amount of Series 1981 Bonds that may be issued is hereby expressly limited to $1,300,000; provided that Additional Bonds may be issued upon the terms and conditions and for the purposes provided in the Indenture and in the Financing Agreement.

The Series 1981 Bonds shall be issuable in coupon form, registrable as to principal only, in the denomination of $5,000 or in fully registered form in the denomination of $5,000 or any integral multiple thereof; shall be dated as provided in the Indenture; shall mature on May 1, 2001; shall bear interest payable semi-annually on each November 1 and May 1 at the rate of nine and thirty-five hundredths per cent (9.35%) per annum to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum until maturity, and at a rate per annum 1% above the rate of interest at the time borne by said Series 1981 Bonds on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid; and shall have the form, details and specifications (including provisions for redemption prior to maturity) set forth in the Indenture (as executed). The Series 1981 Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Mayor and attested by the manual or fac-

simile signature of its City Clerk and shall have impressed or imprinted thereon the official seal of the City or a facsimile thereof. The coupons attached to the coupon Series 1981 Bonds shall bear the facsimile signatures of the Mayor and the City Clerk of the City.

The Series 1981 Bonds and the interest thereon do not and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the City, but are limited obligations of the City payable solely from revenues and other amounts derived from the Financing Agreement and shall be secured as provided in the Indenture. Forms of the Financing Agreement, Indenture, Bond Purchase Agreement and Official Statement are before this meeting and are by this reference incorporated in this Bond Ordinance, and the City Clerk is hereby directed to insert them into the minutes of the Common Council and to keep them on file.

Section 4. Sale of the Series 1981 Bonds. The Mayor and City Clerk of the City are hereby authorized and directed to sell the Series 1981 Bonds to or upon the order of the Underwriter at a price of ninety-nine percent (99%), plus accrued interest to the date of delivery and payment. Receipt by the Trustee of payment for the Series 1981 Bonds shall constitute payment to the City of the purchase price for the Series 1981 Bonds.

Section 5. Bond Purchase Agreement. In order to sell the Series 1981 Bonds to the Underwriter, the Mayor shall execute and deliver in the name and on behalf of the City, a Bond Purchase Agreement in substantially the form submitted to this Common Council, which is hereby approved in all respects, or with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Bond Purchase Agreement hereby approved.

Section 6. Indenture. In order to secure the payment of the principal of and interest on the Series 1981 Bonds, the Mayor shall execute and deliver in the name and on behalf of the City, and the City Clerk shall attest, an Indenture of Trust in substantially the form submitted to this Common Council, which is hereby approved in all respects, or with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Indenture hereby approved.

Section 7. Financing Agreement. In order to provide for the loan of the proceeds of the Series 1981 Bonds to acquire and construct the Project and the payment by the Company of an amount sufficient to pay the principal of and premium, if any, and interest on the Series 1981 Bonds, the Mayor shall execute and deliver in the name and on, behalf of the City, and the City Clerk shall attest, a Financing Agreement in substantially the form submitted to this Common Council, which is hereby approved in all respects, or with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Financing Agreement hereby approved.

Section 8. Acceptance of Promissory Note. In connection with the Series 1981 Bonds, the City hereby agrees to accept as security for such Series 1981 Bonds the Promissory Note to be delivered by the Company pursuant to the Financing Agreement.

Section 9. Official Statement. In connection with the sale of the Series 1981 Bonds, the Mayor shall execute and deliver in the name and on behalf of the City, an Official Statement in substantially the form submitted to this Common Council, which is hereby approved in all respects, or with such changes therein as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Official Statement hereby approved.

Section 10. General. The Mayor, City Clerk and such other officers and officials of the City as may be appropriate and each are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver any and all instruments, perform any and all acts, approve any and all matters, and do any and all things deemed by them, or any of them, to be necessary or desirable in order to carry out the purposes of this Bond Ordinance (including the preambles hereto), the acquisition and construction of the Project by the Company, the issuance and sale of the Series 1981 Bonds, and the securing of the Series 1981 Bonds under the Indenture.

Section 11. Election. The City hereby elects to have the provisions of Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, apply to the issue of the Series 1981 Bonds and the Mayor or City Clerk of the City are hereby is authorized, empowered and directed to file such election with the Internal Revenue Service for and on behalf of the City.

Section 12. Bond Ordinance Irrepealable. After the Series 1981 Bonds are issued, this Bond Ordinance shall be and remain irrepealable until the Series 1981 Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 13. Provisions Separable. The provisions of this Bond Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 14. Conflicting Ordinances. All ordinances, resolutions and orders, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon its adoption by the Common Council and approval by the Mayor.

Dated this 2nd day of June, 1981.

Vivian A. Schmidt
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY

BY: David B. Keller
David B. Keller, Counsel for
the Economic Development Commission

BILL NO. S-81-05-30

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF $1,300,000 ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY OF FORT WAYNE, INDIANA, FOR THE PURPOSE OF MAKING A LOAN TO NABISCO, INC., IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES LOCATED IN ALLEN COUNTY, INDIANA; AUTHORIZING EXECUTION OF A FINANCING AGREEMENT PROVIDING FOR THE DELIVERY OF A NOTE AND ASSIGNMENT THEREOF AS SECURITY FOR SAID BONDS; AUTHORIZING AN INDENTURE OF TRUST APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF THE REVENUES FROM SUCH NOTE; AUTHORIZING THE TERMS AND SALE OF SAID BONDS; AND AUTHORIZING EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE FOREGOING AND RELATED MATTERS.

WHEREAS, the City of Fort Wayne, Indiana (hereinafter called the "City") is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. §18-6-4.5 as amended (hereinafter called the "Act") is authorized and empowered to adopt this Ordinance (the "Bond Ordinance") and to carry out its provisions; and

WHEREAS, Nabisco, Inc. (the "Company") is a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey with its principal office in East Hanover, New Jersey, and duly qualified to conduct business in the State of Indiana; and

WHEREAS, the Company has agreed to acquire and construct economic development facilities in Allen County, Indiana, if the City will finance the cost of such acquisition and construction; and

WHEREAS, such economic development facilities consist of office and distribution facilities, including a building, equipment and facilities in connection therewith (the "Project"), which are being acquired and constructed in the City to replace facilities formerly occupied by the Company which were destroyed by fire in December, 1978; and

WHEREAS, during acquisition and construction of the Project the Company has rented temporary facilities in or near the City, at which the Company employed approximately 27 persons with an estimated annual payroll of approximately $498,000, and the Project will result in the employment of approximately 52 persons with an estimated annual payroll of approximately $1,010,000; and

WHEREAS, the Fort Wayne Economic Development Commission has performed all action required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to this Common Council the forms of (1) Indenture of Trust (the "Indenture") dated as of May 1, 1981 between the City and Fort Wayne National Bank, Fort Wayne, Indiana (the "Trustee"), containing a form of economic development revenue bond; (2) Financing Agreement (the "Financing Agreement") dated as of May 1, 1981, between the City and the Company; (3) Bond Purchase Agreement (the "Bond Purchase

Read the first time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M., E.S.T.

DATE: 6-2-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.				X	
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 6-9-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-136-81 on the 9th day of June, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of June, 19 81, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of 19 81, at the hour of 1:00 o'clock ~~P.~~ M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-05-30

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF $1,300,000 ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY OF FORT WAYNE, INDIANA, FOR THE PURPOSE OF MAKING A LOAN TO NABISCO, INC., IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT FACILITIES LOCATED IN ALLEN COUNTY, INDIANA: AUTHORIZING EXECUTION OF A FINANCING AGREEMENT PROVIDING FOR THE DELIVERY OF A NOTE AND ASSIGNMENT THEREOF AS SECURITY FOR SAID BONDS: AUTHORIZING AN INDENTURE OF TRUST APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF THE REVENUES FROM SUCH NOTE: AUTHORIZING THE TERMS AND SALE OF SAID BONDS: AND AUTHORIZING EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN CONNECTION WITH THE ~~FOREGOING AND RELATED MATTERS.~~

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GiaQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

6-9-81 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

MINUTES

Fort Wayne Economic Development Commission

May 29, 1981

A meeting of the Fort Wayne Economic Development Commission was held in Room 128 of the City-County Building, Fort Wayne, Indiana, on May 19, 1981.

Commission members present were: Sidney Sheray, Charles Henry, Phil Howard, and Timothy Borne. (Absent was: Dr. Jack Gren.)

The meeting was called to order by President Sidney Sheray.

The application of the Standard Building Partnership was the first order of business. Discussion of this project had been continued from the May 19, 1981, meeting. Attorney William Swift spoke on behalf of the applicant. Mr. Sheray called for the material which was previously requested from the applicant. That material included: 1) a list of prospective tenants, 2) explanation of partner's equity contribution, 3) architect's rendering of the project, 4) occupancy rates for downtown office space, and 5) a letter from Waterfield Mortgage Company indicating their commitment to the project.

In response, Mr. Swift presented: 1) a report from the Fort Wayne Horizon Council containing data on office space occupancy and rental rates, 2) a letter from Waterfield Mortgage Company explaining their interest in the project, 3) a summary of the present tenants of the building, and 4) an architect's rending of the proposed project.

Mr. Swift explained the Partnership's proposal to prospective tenants to be that each primary tenant will lease an entire floor of the building, possibly subleasing space to smaller tenants if they so desire. The landlord (Standard Building Partnership) will provide basic improvements such as plumbing, heating, air conditioning and electrical work. The tenant would either provide $60,000 for leasehold improvements and thus pay from $6.00 to $6.50 per square foot rent; or would not make leasehold improvements and would pay from $9.00 to $9.50 per square foot rent. Mr. Swift further explained that it may also be possible for a prospective tenant to become an equity partner in the project by making a capital contribution to the project. Such capital contributions may amount to $300,000 to $350,000.

Mr. Sheray noted that if the prospective tenants were to become equity partners, then the individuals making up the Standard Building Partnership would be different from the present partners. The concern of the Commission is that if the present partners were to receive an inducement resolution, different persons may actually make up the final Standard Building Partnership. Discussion continued, and the Commission members agreed that the Commission needs to know to whom they are granting an inducement resolution.

The applicant was requested to provide the Commission with firm evidence of prospective tenants' interest and with information concerning firm equity partners in the Standard Building Partnership. Mr. Borne motioned that discussion of the Standard Building Partnership be continued to the June 18, 1981, meeting of the Commission. Mr. Henry seconded the motion which was then unanimously approved.

The next item of business was the application of Nabisco, Inc. Attorney David Keller spoke on behalf of the applicant. The total project cost is to be $1,500,000 and the bond amount is $1,300,000. The issue will be purchased by Thornton, Farish & Gaunt, Inc., with Fort Wayne National Bank acting as trustee. The issue matures May 1, 2001, and carries two interest rates. From November 1, 1981, until April 30, 1984, the rate will be 9.35 percent per annum. After April 30, 1984, until maturity, the rate will be 8.25 percent per annum. Mr. Keller reported that 52 new jobs will be created by the project. No one spoke in opposition to the project. Legal notice of the public hearing for Nabisco, Inc., was duly published in the Fort Wayne Journal Gazette on May 22, 1981. Mr. Henry motioned that final approval be given to this project. Mr. Borne seconded the motion which was then unanimously approved.

Discussion was then opened on the application of Wise Business Forms, Inc. Attorney David Keller spoke on behalf of the applicant. He explained that the issue will be purchased by Mellon Bank. The interest will be 65 percent of the prime lending rate for a term of eleven years. No one spoke in opposition to the project. Legal notice of the public hearing for Wise Business Forms, Inc., was duly published in the Fort Wayne Journal Gazette on May 22, 1981. Mr. Howard moved that final approval be given to this project. Mr. Sheray seconded the motion which was then unanimously approved.

The last item on the agenda was the consideration and adoption of the EDC Study Committee Report. Attorney David Keller and Mr. Sheray were both members of the Committee, and they explained the report. On motion by Mr. Borne and second by Mr. Sheray, the report was unanimously adopted.

Minutes of the Economic Development Commission meeting held on May 19, 1981, were approved on motion by Mr. Henry and second by Mr. Sheray.

There being no further business before the Commission, the meeting was adjourned.

_____

Timothy Borne, Secretary

Admn. Appr. _____

DIGEST SHEET

J-81-05-30

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: Economic Development Commission

SYNOPSIS OF ORDINANCE: An Ordinance authorizing the City of Fort Wayne to issue its Economic Development Revenue Bonds, Series 1981 (NABISCO, INC. PROJECT) and approval of final financing documents. An Inducement Resolution for this Project was previously adopted by the City Council.

EFFECT OF PASSAGE: Permanent financing of facilities.

EFFECT OF NON-PASSAGE: None of the above

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): None

ASSIGNED TO COMMITTEE (PRESIDENT): _____

CITY OF FORT WAYNE, INDIANA

TO

FORT WAYNE NATIONAL BANK

As Trustee

INDENTURE OF TRUST

Dated as of May 1, 1981

INDENTURE OF TRUST

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated as of May 1, 1981, by and between the City of Fort Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana, party of the first part (hereinafter sometimes referred to as the "Issuer"), and Fort Wayne National Bank, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America with its principal office, domicile and post office address located at 110 West Berry Street, Fort Wayne, Indiana, as Trustee (hereinafter sometimes referred to as the "Trustee"), party of the second part,

W I T N E S S E T H:

WHEREAS, the Issuer is authorized by Indiana Code 18-6-4.5, as supplemented and amended (the "Act") to finance economic development facilities for the purposes set forth in the Act; and

WHEREAS, the Act provides that the Issuer may issue its revenue bonds payable solely and only from the revenues derived from such projects to provide funds to pay the costs thereof; and

WHEREAS, the Issuer has made the necessary arrangements with Nabisco, Inc., a New Jersey corporation (hereinafter sometimes referred to as the "Company"), for the financing of economic development facilities (the "Project") for use by the Company in the City of Fort Wayne, Indiana, which will be of the character and accomplish the purposes provided by the Act; and

WHEREAS, the Issuer has entered into a Financing Agreement with the Company specifying the terms and conditions of the acquisition and completion of construction by the Company of the Project, the loan of the proceeds of its Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981 (the "Series 1981 Bonds") to the Company for such purpose, and the repayment of said loan; and

WHEREAS, it has been determined that the Series 1981 Bonds in the principal amount of $1,300,000 should be issued, sold and delivered to provide proceeds for a loan to the Company to pay the cost of the Project; and

WHEREAS, the Issuer has contracted for the sale and delivery of the Series 1981 Bonds to be issued in the aggregate principal amount of $1,300,000 as herein provided; and

WHEREAS, all Bonds issued under the Indenture will be secured by a pledge and assignment of the aforesaid Financing Agreement; and

WHEREAS, it is anticipated that additional amounts may be necessary to complete or improve the Project and as a result, provisions should be made for the issuance of additional parity bonds from time to time (hereinafter sometimes referred to as the "Additional Bonds"); and

WHEREAS, the Coupon Series 1981 Bonds, the interest coupons to be attached to the Coupon Series 1981 Bonds and the Trustee's certificate of authentication to be endorsed on such Series 1981 Bonds are to be in substantially the following form, with appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(FORM OF COUPON SERIES 1981 BONDS)

UNITED STATES OF AMERICA

STATE OF INDIANA

CITY OF FORT WAYNE

ECONOMIC DEVELOPMENT REVENUE BOND

(NABISCO, INC. PROJECT) SERIES 1981

No. _____ $5,000

[1] KNOW ALL MEN BY THESE PRESENTS that the City of Fort Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to bearer, or, if this Bond be registered, to the registered owner hereof, on May 1, 2001, the principal sum of Five Thousand Dollars and to pay interest on said sum from the same source and from the date hereof at the rate of nine and thirty-five hundredths per cent (9.35%) per annum semiannually on November 1 and May 1 of each year commencing November 1, 1981 and thereafter to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%)

per annum semiannually on November 1 and May 1 of each year commencing November 1, 1984, until said principal sum becomes due and payable, and at a rate per annum 1% above the rate of interest at the time borne by this Bond on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, both principal of and interest on this Bond being payable in lawful money of the United States of America at the principal corporate trust office of Fort Wayne National Bank, in Fort Wayne, Indiana, as Trustee, or its successor in trust (the "Trustee").

[2] This Bond is one of an authorized series of Bonds in the aggregate principal amount of $1,300,000 (the "Series 1981 Bonds") issued for the purpose of funding a loan by the Issuer to Nabisco, Inc. (the "Company"), a New Jersey corporation authorized to do business in the State of Indiana, for the purpose of financing the cost of certain economic development facilities (the "Project") and the payment of necessary costs incidental thereto. The Series 1981 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust dated as of May 1, 1981 (which indenture, as from time to time amended and supplemented, is herein referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee. The Indenture provides that the Issuer may issue Additional Bonds (the "Additional Bonds") from time to time under certain terms and conditions contained in the Indenture, and if issued, such Additional Bonds will rank pari passu with the Series 1981 Bonds and be equally and ratably secured by and entitled to the protection of the Indenture (the Series 1981 Bonds and the Additional Bonds being herein referred to as the "Bonds"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the acquisition and completion of construction of the Project, the loan of the proceeds of the Bonds to the Company for such purpose, and the repayment of said loan are contained in a Financing Agreement dated as of May 1, 1981 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"). To evidence and secure payment of the loan of the Series 1981 Bond proceeds under the Agreement, the Company has issued its Promissory Note (the "Series 1981 Note").

[3] This Bond and appurtenant coupons are fully negotiable, but this Bond may be registered as to payment of principal on the registration books of the Issuer in the principal corporate trust office of the Trustee in accordance with the provisions endorsed on the reverse side hereof. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representative. Interest accruing on this Bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and registration of this Bond as to principal as aforesaid will not affect the transferability by delivery of such coupons.

[4] The Bonds are issuable as coupon Bonds, registrable as to principal only, in the denomination of $5,000 and as fully registered Bonds without coupons in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds without coupons may be exchanged for a like aggregate principal amount of coupon Bonds of the same maturity bearing all unmatured coupons (and any matured coupons in default) or for a like aggregate principal amount of registered Bonds without coupons of the same maturity of other authorized denominations, and coupon Bonds bearing all unmatured coupons (and any matured coupons in default) may be exchanged for a like aggregate principal amount of registered Bonds without coupons of the same maturity of authorized denominations.

[5] This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana and particularly Indiana Code 18-6-4.5, as supplemented and amended (the "Act") and pursuant to proceedings of the Common Council of the Issuer authorizing the execution and delivery of the Indenture. The principal of and interest on the Bonds shall be payable solely and only from the revenues derived from the Agreement and do not now and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the Issuer. No Bonds issued by the Issuer under the Act may be general obligations of the Issuer, but are limited obligations of the Issuer, payable solely out of the revenues and receipts derived from the Agreement. Such payments are to be paid to the Trustee for the account of the Issuer and deposited in a special trust fund account created by the Issuer, maintained by the Trustee and designated "City of Fort Wayne, Indiana Economic Development Revenue Bond Fund (Nabisco, Inc. Project)", and have been and are hereby duly pledged for that

purpose, and in addition, the rights of the Issuer under the Agreement have been pledged and assigned to the Trustee to secure the payment of such principal, interest and premium, if any, under the Indenture.

[6] The Series 1981 Bonds are non-callable for redemption prior to May 1, 1991, except in the event (1) the Company shall be obligated to prepay installments payable under the Series 1981 Note and to cause the Series 1981 Bonds to be redeemed as provided in Section 7.1 of the Agreement upon the occurrence of a Determination of Taxability (as defined in the Agreement) or (2) the Company shall elect to exercise its option to prepay installments payable under the Series 1981 Note and to cause the Series 1981 Bonds to be redeemed as provided in Section 7.2 of the Agreement. If called for redemption as a result of a Determination of Taxability as referred to in (1) above, the Series 1981 Bonds shall be subject to redemption by the Issuer at any time as a whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date plus a premium equal to six months' interest borne by such Series 1981 Bonds, plus an additional premium calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability (as defined in the Agreement) and the date of redemption (for purposes of computing this additional premium, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months), all as provided in Section 7.1 of the Agreement. If called for redemption as a result of the event referred to in (2) above, the Series 1981 Bonds shall be subject to redemption by the Issuer at any time in whole, but not in part, at 100% of the principal amount redeemed plus accrued interest to the redemption date.

[7] Any person who was a Series 1981 Bondholder both at the time of an Event of Taxability (as defined in the Agreement) and at the maturity or redemption of such Bond prior to a redemption due to a Determination of Taxability as aforesaid shall, upon presentation to the Trustee in writing of proof satisfactory to the Trustee that he was a holder of such Bond at such times, be entitled to a premium equal to six months' interest borne by such Series 1981 Bond, plus an additional amount calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability to the date of maturity or redemption of such Series 1981 Bond

(for purposes of computing this additional amount, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). Any moneys deposited and held by the Trustee for the benefit of such claimants, if any, for five years after the date upon which so deposited shall be repaid to the Company and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys.

[8] The Series 1981 Bonds are also subject to redemption by the Issuer prior to maturity on or after May 1, 1991 in whole at any time or in part on any interest payment date (less than all of such Bonds to be selected by lot in such manner as may be designated by the Trustee) at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date:

Redemption Date (dates inclusive)	Redemption Price
May 1, 1991 to November 1, 1992	103%
May 1, 1993 to November 1, 1994	102%
May 1, 1995 to November 1, 1996	101%
May 1, 1997 and thereafter	100%

[9] In the event any of the Bonds or portions thereof (which shall be $5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by publication at least twice in a newspaper or financial journal of general circulation in the City of New York, New York, the first of which shall be published not less than thirty days prior to the redemption date, and in the case of the redemption of Bonds at the time registered as to principal (except to bearer) or fully registered, upon mailing a copy of the redemption notice by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds. If all of the Bonds in whole or in part to be redeemed are at that time registered as to principal (except to bearer) or fully registered, notice by mailing given by registered or certified mail to the owner or owners thereof not less than thirty days prior to the date fixed for redemption shall be sufficient and published notice of the

call for redemption need not be given; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be determined by the Trustee shall constitute a sufficient publication of notice.

[10] The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as will provide sufficient funds to pay the principal of and interest and premium, if any, on the Bonds and all fees and expenses of the Trustee and any paying agent, and all other liabilities of the Company under the Agreement, shall have been deposited with the Trustee, after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such Governmental Obligations.

[11] The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the holders of the Bonds at any time by the Issuer with the consent of the holders of a majority in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and upon

all future holders of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the holders of the Bonds and to waive certain past defaults under the Indenture and their consequences.

[12] No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer or employee of the Issuer, or any incorporator, officer, director or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of any of the Bonds.

[13] It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

[14] This Bond and the coupons appertaining hereto shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been executed by the Trustee.

[15] This Bond is issued with the intent that the laws of the State of Indiana will govern its construction.

[16] IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, has caused this Bond to be executed in its name by the facsimile or manual signature of its Mayor and attested by the facsimile or manual signature of its City Clerk, and its corporate seal to be impressed or imprinted hereon, and has caused the interest coupons attached hereto to be executed by the facsimile signatures of said officers, all as of May 1, 1981.

CITY OF FORT WAYNE, INDIANA

By ____(Facsimile Signature)____
Mayor

Attest:

____(Facsimile Signature)____
City Clerk

[SEAL]

(Form of Trustee's Certificate of Authentication)

This Bond is one of the Bonds of the issue described in the within mentioned Indenture of Trust.

FORT WAYNE NATIONAL BANK,
as Trustee

By _____
Authorized Officer

(Form of Interest Coupon)

No. $

On the first day of _____, ____, the City of Fort Wayne, Indiana, (unless the Bond to which this coupon appertains shall have been duly called for previous redemption) will pay from the source and as designated in the Bond, in lawful money of the United States of America, to bearer, subject to the provisions of the within mentioned Indenture of Trust and upon presentation and surrender of this coupon at the principal corporate trust office of Fort Wayne National Bank, in Fort Wayne, Indiana, as Trustee, or its successor in trust, the amount

shown hereon, as provided in and being semiannual interest then due on its Economic Development Revenue Bond (Nabisco, Inc. Project) Series 1981, dated May 1, 1981, numbered _____.

(Facsimile Signature)	(Facsimile Signature)
City Clerk	Mayor

PROVISION FOR REGISTRATION

The within Bond may be registered in the name of the holder on books kept by the Trustee as to principal only, such registration being noted hereon by the Trustee in the registration blank below, after which no transfer shall be valid unless made on said books at the request of the registered holder or attorney duly authorized in writing, and such transfer is similarly noted in the registration blank below, but it may be discharged from registration by being so transferred to bearer, after which it shall be transferable by delivery, but it may be again registered as before. The registration of this Bond as to principal shall not restrain the negotiability of the coupons by delivery.

Date of Registration	Name of Registered Owner	Signature of Trustee

and

WHEREAS, the form of the fully registered Series 1981 Bonds shall be identical with the form of the Coupon Series 1981 Bonds except that the first, third, fourteenth and sixteenth paragraphs and the forms of interest coupons and Provision for Registration of the form of the Coupon Series 1981 Bonds should be omitted, and there should be substituted in the form of the fully registered Series 1981 Bonds in lieu of the corresponding paragraphs of the Coupon Series 1981 Bonds the following paragraphs:

KNOW ALL MEN BY THESE PRESENTS that the City of Fort Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to _____ or registered assigns, on May 1, 2001, the principal sum of _____ Dollars and in like manner to pay interest on said sum from the date hereof at the rate of nine and thirty-five hundredths per cent (9.35%) per annum semiannually on each November 1 and May 1 hereafter to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum semiannually on November 1 and May 1 of each commencing November 1, 1984, until said principal sum becomes due and payable, and at a rate per annum 1% above the rate of interest at the time borne by this Bond on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, principal of this Bond being payable in lawful money of the United States of America at the principal corporate trust office of Fort Wayne National Bank, in Fort Wayne, Indiana, as Trustee, or its successor in trust (the "Trustee"). Interest on this Bond is payable to the registered owner hereof by check or draft of the Trustee, to be mailed to such registered owner at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such registered owner.

[the following paragraph to be inserted to replace the third paragraph of the Coupon Series 1981 Bond form]

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds without coupons of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor any paying agent shall be affected by any notice to the contrary.

[the following paragraph to be inserted to replace the fourteenth paragraph of the Coupon Series 1981 Bond form]

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

[the following paragraph to be inserted to replace the sixteenth paragraph of the Coupon Series 1981 Bond form]

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana has caused this Bond to be executed in its name by the facsimile or manual signature of its Mayor and attested by the facsimile or manual signature of its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of _____.

* * * * * *

WHEREAS all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment of the rights of Issuer under the Agreement have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH;

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance

and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and grant a security interest in, to Fort Wayne National Bank, as Trustee, and its successors in trust and assigns forever, to the extent provided in this Indenture:

GRANTING CLAUSE FIRST

All of the rights and interest of the Issuer in and to the Financing Agreement dated May 1, 1981 between the Issuer and Nabisco, Inc. (including, but not limited to the Promissory Note or Notes of Nabisco, Inc. issued thereunder and all other Revenues, as hereinafter defined, derived pursuant to Section 4.2(a) thereof), except for the rights of the Issuer under Sections 4.2(c), 5.3 and 6.3 of the said Financing Agreement.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf, or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds, and the bearers of all coupons appertaining thereto, from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds or coupons appertaining thereto over any of the other Bonds or coupons (except as provided in Section 5.11 hereof);

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due

or to become due thereon, at the times and in the manner mentioned in the Bonds and the interest coupons appertaining to the Bonds, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and Issuer has agreed and covenanted, and does hereby agree and covenant with Trustee and with the respective holders and owners of the Bonds or coupons as follows (subject, however, to the provisions of Section 2.3 hereof):

ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meaning in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Agreement" means the Financing Agreement of even date herewith, between the Issuer and the Company and any amendments and supplements thereto.

"Bond" or "Bonds" means one or more of the Economic Development Revenue Bonds (including Additional Bonds) of the Issuer issued pursuant to this Indenture.

"Bondholder" or "holder" or "owner of the Bonds" means the bearer of any coupon Bond not registered as to principal or registered to bearer and the registered owner of any fully registered Bond or of any coupon Bond registered as to principal (except to bearer).

"Coupon" means any of the coupons issued hereunder evidencing the semiannual installments of interest on the applicable coupon Bond or Bonds.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 9.1 hereof.

"Governmental Obligations" means direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and not an officer or full time employee of the Issuer or the Company, but who may be counsel to the Issuer or Company.

"Outstanding" or "Bonds outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or Governmental Obligations (as provided in Article VIII hereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.7 hereof.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be outstanding within the meaning of this provision.

"Paying Agent" means any bank or trust company designated pursuant to this Indenture to serve in addition to the Trustee as the paying agencies or places of payment for the Bonds, and any successors designated pursuant to this Indenture.

"Registered owner" shall mean the person or persons in whose name or names a Bond shall be registered on books of the Issuer kept for that purpose in accordance with the terms of this Indenture.

"Revenues" means all amounts payable pursuant to Section 4.2(a) of the Agreement, including but not limited to the Note.

"Series 1981 Bonds" means the $1,300,000 aggregate principal amount of Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Sections 2.1 and 2.2 hereof.

"Trust Estate" means the property conveyed to Trustee pursuant to the Granting Clauses hereof.

"Trustee" means Fort Wayne National Bank, Fort Wayne, Indiana, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

ARTICLE II

THE BONDS

SECTION 2.1. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued is hereby expressly limited to $1,300,000, except as provided in Section 2.10 hereof.

SECTION 2.2. Issuance of Series 1981 Bonds. The Series 1981 Bonds shall be designated "City of Fort Wayne, Indiana, Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981", and shall be issuable as coupon Bonds, registrable as to principal only, in the denomination of $5,000 or as fully registered Bonds in the denomination of $5,000 or any integral multiple thereof. Unless the Issuer shall otherwise direct, the fully registered Series 1981 Bonds shall be lettered R and shall be numbered separately from 1 upward, and the coupon Series 1981 Bonds shall be numbered separately from 1 upward.

The coupon Series 1981 Bonds shall be dated May 1, 1981, and shall bear interest from such date payable semiannually on November 1 and May 1 of each year with the first interest payment to be made on November 1, 1981. Fully registered Series 1981 Bonds initially issued to the original purchaser thereof prior to November 1, 1981 shall be dated the date such Bonds are authenticated and initially delivered to such original purchaser. Fully registered Series 1981 Bonds issued prior to November 1, 1981 in exchange for Series 1981 Bonds surrendered for transfer or exchange shall be dated as of the date of the Series 1981 Bonds surrendered. Fully registered Series 1981 Bonds issued subsequent to November 1, 1981 shall be dated as of the November 1 or May 1 next preceding their date of issue, or if issued on a November 1 or May 1, as of such date. All fully registered Series 1981 Bonds shall bear interest payable semiannually on each November 1 and May 1 following their issuance.

The Series 1981 Bonds shall mature on May 1, 2001 and shall bear interest at the rate of nine and thirty-five hundredths per cent (9.35%) per annum to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum until maturity, and at a rate per annum 1% above the rate of interest at the time borne by said Series 1981 Bonds on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid.

SECTION 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall have impressed or imprinted thereon the official seal of the Issuer or a facsimile thereof. The coupons attached to the coupon Bonds shall bear the facsimile signatures of the Mayor and City Clerk of the Issuer. All authorized facsimile signatures shall have

the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds or coupons shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the revenues and receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective holders thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. The principal of and interest on the Bonds shall be payable solely and only from the revenues derived from the Agreement and do not now and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the Issuer. No Bonds issued by the Issuer under the Act may be general obligations of the Issuer, but are limited obligations of the Issuer, payable solely out of the revenues and receipts derived from the Agreement. The Bonds do not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions.

SECTION 2.4. Authentication. No Bond and no coupon appertaining to any coupon Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. Before authenticating or delivering any coupon Bonds, the Trustee shall detach and cancel all matured coupons, if

any, appertaining thereto, and such cancelled coupons should be cancelled or otherwise destroyed by Trustee in accordance with Section 2.9.

SECTION 2.5. Form and Place of Payment of Bonds. The Bonds issued under the Indenture and the coupons appertaining to the coupon Bonds shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of, premium, if any, and interest on the coupon Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Fort Wayne, Indiana, or its successor in trust. The principal of and premium, if any, on fully registered Bonds shall be payable in lawful money of the United States only at said principal corporate trust office of the Trustee. Payment of interest on the coupon Bonds shall be made only upon presentation and surrender of the coupons representing such interest as the same respectively fall due. Payment of interest on any fully registered Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such registered owner.

SECTION 2.6. Delivery of Series 1981 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 1981 Bonds and deliver them to the purchasers as directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Series 1981 Bonds there shall be filed with the Trustee:

1. A copy, duly certified by the City Clerk of the Issuer, of the proceedings of the Common Council of the Issuer authorizing the Agreement, the execution and delivery of the Indenture and the issuance of the Series 1981 Bonds.

2. Original executed counterparts of this Indenture, the Agreement and the Series 1981 Note.

3. A request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Series 1981 Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery. The proceeds of such payment shall be paid over to the Trustee and deposited in the Bond Fund and the Construction Fund pursuant to Article V hereof.

4. A counterpart of a private ruling from the Internal Revenue Service of the United States Department of the Treasury, or an opinion of municipal bond counsel of nationally recognized standing, to the effect that interest paid on the Series 1981 Bonds will not be includable in the Federal gross income of the holders thereof for Federal income tax purposes.

SECTION 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed (which new Bond shall have attached thereto coupons corresponding in all respects to those, if any, on the Bond mutilated, lost, stolen or destroyed); provided that, in the case of any mutilated Bond, such mutilated Bond together with all coupons (if any) appertaining thereto shall first be surrendered to the Issuer and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with any indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

SECTION 2.8. Registration and Exchange of Bonds; Persons Treated as Owners. Title to any coupon Bond, unless such Bond is registered in the manner hereinafter provided, and to any interest coupon shall pass by delivery. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the Bond

Registrar of the Issuer. At the option of the bearer, any coupon Bond may be registered as to principal only on such books upon presentation thereof to the Trustee which shall make notation of such registration thereon. Any coupon Bond registered as to principal only may thereafter be transferred only upon an assignment duly executed by the registered owner or his attorney duly authorized in writing in such form as shall be satisfactory to the Trustee, such transfer to be made on such books and endorsed on such Bond by the Trustee. Such transfer may be to bearer and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of any Bond registered as to principal only, unless registered to bearer, shall be payable only to or upon the order of the registered owner or his legal representative, but the coupons appertaining to any coupon Bond registered as to principal only shall remain payable to bearer notwithstanding such registration. Upon surrender for transfer of any fully registered Bond without coupons at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds without coupons for a like aggregate principal amount.

Fully registered Bonds without coupons may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of coupon Bonds of the same maturity, or for a like aggregate principal amount of fully registered Bonds without coupons of the same maturity of other authorized denominations, and coupon Bonds may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of fully registered Bonds without coupons of the same maturity of authorized denominations. All coupon Bonds surrendered for exchange and delivered in exchange shall have attached thereto all unmatured coupons appertaining thereto (together with any matured coupons in default appertaining thereto). The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

The Trustee shall not be required to transfer or exchange any fully registered Bond or coupon Bond registered as to principal only during the period of fifteen days next preceding any interest payment date of such Bond nor to transfer or exchange any Bond after the first publication or the mailing of notice calling such Bond or portion thereof for redemption has been given as herein provided, nor during the period of fifteen days next preceding the giving of such notice of redemption.

As to any coupon Bond registered as to principal only (other than to bearer) or as to any fully registered Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such coupon Bond registered as to principal only or payment of either principal or interest on any fully registered Bond without coupons shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Issuer and the Trustee may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal (or which shall be registered to bearer), and the bearer of any coupon appertaining to any coupon Bond, whether such Bond shall be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

In each case the Trustee shall require the payment by the Bondholder requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondholder for such exchange or transfer.

SECTION 2.9. Cancellation of Bonds. Whenever any outstanding Bond or any coupon appertaining thereto shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.7 or for exchange pursuant to Section 2.8 or if a matured coupon shall be detached prior to authentication of the Bonds pursuant to Section 2.4, such Bond and coupon shall be promptly

cancelled and destroyed by the Trustee and counterparts of a certificate of destruction evidencing such cancellation and destruction shall be furnished by the Trustee to the Issuer and the Company.

SECTION 2.10. Issuance of Additional Bonds. So long as the Agreement is in effect, one or more series of Additional Bonds may be authenticated and delivered for the purposes set forth in Section 3.2(b) of the Agreement. The Additional Bonds of each such series shall be deposited with the Trustee and thereupon shall be authenticated by the Trustee. Upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

1. A written statement by the Company approving (a) the issuance and delivery of such Additional Bonds and agreeing that the amounts payable under Section 4.2 of the Agreement shall be computed so as to include such Additional Bonds to the same extent as is therein provided with respect to the Series 1980 Bonds and (b) any other matters to be approved by the Company pursuant to Section 3.2 of the Agreement and this Section 2.10.

2. A copy, duly certified by the City Clerk of the Issuer, of the proceedings theretofore duly adopted by the Common Council of the Issuer authorizing the execution and delivery of supplements to the Agreement and this Indenture and the issuance of such Additional Bonds.

3. A request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver such Additional Bonds to the purchasers therein identified upon payment to the Issuer of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited to the credit of the Bond Fund and Construction Fund as hereinafter provided under Article V hereof.

4. A ruling of the Internal Revenue Service or an opinion of municipal bond counsel of nationally recognized standing to the effect that the issuance and sale of the Additional Bonds will not result in interest on the Series 1981 Bonds or any Additional Bonds theretofore issued becoming includable in the gross income of the holders thereof for Federal income tax purposes.

5. An executed Note issued to evidence the increase in Repayment Installments required by the Agreement.

6. A supplemental indenture and supplemental agreement.

Each series of Additional Bonds issued pursuant to this Section shall be equally and ratably secured under the Indenture with the Bonds now being issued and all other series of Additional Bonds, if any, issued pursuant to this Section, without preference, priority or distinction of any Bonds or coupons over any other thereof, but shall bear such date or dates, bear interest at such rate or rates, mature on such date or dates and be subject to redemption on the dates and at such premiums, and be issued at such prices as shall be approved in writing by the Issuer and the Company.

Notwithstanding anytning herein to the contrary no Additional Bonds shall be issued unless the Agreement is in effect and there is no default at the time of issuance under the Agreement or this Indenture.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 3.1. Certain Redemption Dates and Prices. The Series 1981 Bonds are non-callable for redemption prior to May 1, 1991 except in the event (1) the Company shall be obligated to prepay installments payable under the Series 1981 Note and to cause the Series 1981 Bonds to be redeemed as provided in Section 7.1 of the Agreement upon the occurrence of a Determination of Taxability, or (2) the Company shall elect to exercise its option to prepay installments payable under the Series 1981 Note and to cause the Series 1981 Bonds to be redeemed as provided in Section 7.2 of the Agreement. If called for redemption as a result of a Determination of Taxability

as referred to in (1) above, the Series 1981 Bonds shall be subject to redemption by the Issuer at any time as a whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date, plus a premium equal to six months' interest borne by such Series 1981 Bonds, plus an additional premium calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability and the date of redemption (for purposes of computing this additional premium, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months), all as provided in Section 7.1 of the Agreement. If called for redemption as a result of the event referred to in (2) above, the Series 1981 Bonds shall be subject to redemption by the Issuer at any time in whole, but not in part, at 100% of the principal amount redeemed plus accrued interest to the redemption date.

Any person who was a Series 1981 Bondholder both at the time of an Event of Taxability and at the maturity or redemption of such Bond prior to a redemption due to a Determination of Taxability shall, upon presentation to the Trustee in writing of proof satisfactory to the Trustee that he was a holder of such Bond at such times, be entitled to a premium equal to six months' interest borne by such Series 1981 Bond, plus an additional amount calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability and the date that such Series 1981 Bond was paid or redeemed (for purposes of computing this additional amount, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). Any moneys deposited and held by the Trustee for the benefit of such claimants, if any, for five years after the date upon which so deposited shall be repaid to the Company and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys.

The Series 1981 Bonds are also subject to redemption by the Issuer prior to maturity on or after May 1, 1991 in whole at any time or in part on any interest payment date (less than all of such Bonds to be selected by lot in such manner as may be designated by the Trustee) at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date.

Redemption Date (dates inclusive)	Redemption Price
May 1, 1991 to November 1, 1992	103%
May 1, 1993 to November 1, 1994	102%
May 1, 1995 to November 1, 1996	101%
May 1, 1997 and thereafter	100%

The Issuer shall direct the Trustee to call the Bonds for optional redemption when and only when it shall have been notified by the Company to do so and the Company has itself notified the Trustee of a corresponding payment under the Agreement. The Issuer shall furnish the Company with a copy of its notification to the Trustee.

Bonds shall be called for redemption by the Trustee as herein provided without the necessity of any action by the Issuer and whether or not the Trustee shall hold in the Bond Fund moneys available for and sufficient to effect the required redemption.

SECTION 3.2. Partial Redemption of Fully Registered Bonds. In the case of a partial redemption of Bonds by lot when fully registered Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with redemption, each $5,000 of face value shall be treated as though it was a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of face value represented by any fully registered Bond is to be called for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units

of face value on and after the redemption date and (funds sufficient for the payment of the redemption price having been deposited with the Trustee, and being available for the redemption of said unit or units on the redemption date) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the redemption date) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in the principal amount of $5,000 each or any integral multiple thereof.

The Issuer and the Trustee may agree with any holder of any fully registered Bond without coupons that such holder may, in lieu of surrendering the same for a new registered Bond without coupons, endorse on such Bond a notice of such partial redemption to be made on the following form which shall be typed or printed on the reverse side of such Bond; provided that the following legend shall be typed on the face of such Bond:

As to the outstanding principal balance of this Bond at any time, the payment record of the Bond Registrar shall be conclusive.

PAYMENTS ON ACCOUNT OF PRINCIPAL

Payment Date	Principal Amount Redeemed	Balance of Principal Amount Unpaid	Signature

Such partial redemption shall be valid upon payment of the amount thereof to the registered owner of any such fully registered Bond and the Issuer and the Trustee shall be fully released and discharged from all liability to the extent of such payment irrespective of whether such endorsement shall or shall not have been made upon the reverse of such fully registered Bond by the owner thereof and irrespective of any error or omission in such endorsement.

SECTION 3.3. Notice of Redemption. Notice of the call for any redemption, identifying the Bonds to be redeemed, shall be given by the Trustee by publication at least twice in a newspaper or financial journal of general circulation in the City of New York, New York, the first of which shall be published not less than thirty days prior to the redemption date, and in the case of the redemption of Bonds at the time registered as to principal (except to bearer) or fully registered, upon mailing a copy of the redemption notice by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If all of the Bonds to be redeemed are at that time registered as to principal (except to bearer) or fully registered, such notice shall be by mailing only in the manner specified by the preceding sentence; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be determined by the Trustee shall constitute a sufficient publication of notice.

SECTION 3.4. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption.

SECTION 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Trustee in accordance with Section 2.9.

SECTION 3.6. Unpaid Coupons. All unpaid interest coupons which appertain to coupon Bonds called for redemption and which shall have become payable on or prior to the date fixed for redemption shall continue to be payable to the bearers upon the presentation and surrender of such coupons.

ARTICLE IV

GENERAL COVENANTS

SECTION 4.1. Payment of Principal, Premium, if any, and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds and in the coupons appertaining to the coupon Bonds according to the true intent and meaning thereof. The principal and interest (except interest paid from the proceeds from the sale of the Bonds and accrued interest) and premium, if any, are payable by the Issuer solely from the Revenues and nothing in the Bonds or the coupons or this Indenture should be considered as assigning or pledging any other funds or assets of the Issuer other than such Revenues and the right, title and interest of the Issuer in the Agreement in the manner and to the extent herein specified.

SECTION 4.2. Performance of Covenants; The Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 4.1 hereof the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company or by the Trustee, or shall have received the instrument to be executed and at the Issuer's option shall have received from the Company or from the Trustee assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Indiana, including particularly and without limitation the Act, to issue

the Bonds authorized hereby and to execute this Indenture, to grant the security interest herein provided, to assign the Agreement and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof and the coupons appertaining to the coupon Bonds in the hands of the bearers thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof.

SECTION 4.3. Right to Payments under Agreement; Instruments of Further Assurance. The Issuer covenants that it will defend its right to the payment of amounts due from the Company under the Agreement (including the Note) to the Trustee, for the benefit of the holders and owners of the Bonds and the bearers of the coupons appertaining to the coupon Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged and assigned hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

SECTION 4.4. Recordation and Other Instruments. The Issuer covenants that it will cooperate with the Company in causing such security agreements, financing statements and all supplements thereto and other instruments as may be required, in the opinion of Independent Counsel, from time to time to be kept, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security interest of the Trustee in and to the Note.

SECTION 4.5. Inspection of Project Books. The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection by such accountants or other agencies as the other party may from time to time designate.

SECTION 4.6. List of Bondholders. The Trustee will keep on file a list of names and addresses of all holders of coupon Bonds who may request that their names and addresses be placed on said list by filing a written request with the Issuer or with the Trustee which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. To said list the Trustee shall add the names and addresses of the holders of all Bonds which may from time to time be registered as to principal or fully registered on the registration books of the Issuer maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders or owners (or a designated representative thereof) of 15% or more in principal amount of Bonds then outstanding, such possession or ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

SECTION 4.7. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, including provisions that subsequent to the issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof the Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

SECTION 4.8. Prohibited Activities. The Issuer covenants and agrees that it has not engaged and will not engage in any activities and that it has not taken and will not take any action which might result in its income becoming taxable to it or any interest on the Bonds becoming taxable to the recipients thereof under Federal income tax laws.

ARTICLE V

REVENUES AND FUNDS

SECTION 5.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder, are not general obligations of the Issuer but are special obligations payable solely from the Revenues, and as authorized by the Act and provided in the Agreement and in this Indenture.

The Project has been financed for the Company under the Agreement, and the Revenues are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund (hereinafter created). The said Revenues are at least sufficient in amount to insure the prompt payment of the principal of and interest and premium, if any, on the Bonds, and the entire amount of said Revenues are hereby pledged and assigned to the payment of the principal of and interest and premium, if any, on the Bonds.

SECTION 5.2. Creation of Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Fort Wayne, Indiana, Economic Development Revenue Bond Fund (Nabisco, Inc. Project)", which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds.

SECTION 5.3. Payments into Bond Fund. There shall be deposited in the Bond Fund all accrued interest received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund directed to be paid into the Bond Fund under Section 5.8 or 5.9 hereof; (b) all Revenues and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid

to the Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Agreement promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

SECTION 5.4. Use of Moneys in Bond Fund. Except as provided in Section 5.12 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity.

SECTION 5.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

SECTION 5.6. Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Fort Wayne, Indiana, Economic Development Construction Fund (Nabisco, Inc. Project)", which shall be expended in accordance with the provisions of the Agreement.

SECTION 5.7. Payments into Construction Fund; Disbursements. The balance of the proceeds of the issuance and delivery of the Bonds remaining after the deduction provided by the first sentence of Section 5.3 hereof has been made shall be deposited in the Construction Fund. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof and the Trustee hereby covenants and agrees to disburse such money in accordance with such provisions.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 5.8 hereof, the Trustee shall file an accounting thereof with the Issuer and the Company.

SECTION 5.8. Completion of Project. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund on the Completion Date shall be used in accordance with said Section 3.4.

SECTION 5.9. Transfer of Construction Fund. If the Company should prepay all installments payable under the Note pursuant to Section 7.1, 7.2 or 7.3 of the Agreement, any balance then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

SECTION 5.10. Non-presentment of Bonds or Coupons. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or in the event any coupon shall not be presented for payment at the due date thereof, if funds sufficient to pay such Bonds or coupons shall have been made available to the Trustee, all liability of the Issuer for the payment of such Bond or coupon, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the holder of such Bond, or the bearer of such coupon, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond or coupon. If the Trustee shall cancel and discharge this Indenture in accordance with the provisions of Article VIII hereof, such moneys then held by the Trustee shall be paid by it to the Company and thereafter the holder of such Bond or coupon shall look solely to the Company for payment and shall have a claim against the Company without liability for interest thereon for the amount so paid by the Trustee to the Company in respect of such Bond or coupon.

SECTION 5.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture shall be held by the Trustee in trust, and (except for moneys deposited with or paid to the Trustee pursuant to Section 5.14 hereof for the benefit of particular Bonds or for (the redemption of Bonds, notice of the redemption of which has been duly given, which sums shall be held in separate trust accounts as trust funds solely for the benefit of the holders

of such Bonds, and no holders of any other Bonds shall have any claim to or in respect of such sums) shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

SECTION 5.12. Repayment to the Company from Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision therefor having been made in accordance herewith), the fees, charges and expenses of the Trustee and any Paying Agent, and all other amounts required to be paid hereunder or under the Agreement, shall be paid to the Company as provided in Section 8.5 of the Agreement and at such time the Note shall be cancelled and delivered to the Company.

SECTION 5.13. Additional Payments Under the Agreement. Pursuant to Section 4.2(b) of the Agreement the Company has agreed to pay as provided therein fees and expenses of the Trustee, and any Paying Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund but shall be set up in separate accounts appropriately designated and shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to establish such separate accounts and make such disbursements.

SECTION 5.14. Moneys Deposited Pursuant to Section 7.1 of the Agreement. Should the Company be required to prepay the Series 1981 Note and cause the Series 1981 Bonds to be redeemed as a result of the occurrence of a Determination of Taxability all moneys paid to the Trustee with respect to Series 1981 Bonds not outstanding upon the date of such prepayment shall be held by the Trustee in a separate trust account. Any person who was a Series 1981 Bondholder both at the time of an Event of Taxability and at the maturity or redemption of such Bonds prior to a prepayment of the Series 1981 Note pursuant to Section 7.1 of the Agreement shall, upon presentation to the Trustee in writing of proof satisfactory to the Trustee that he was a holder of such Bond at such times, be entitled to a premium equal to six months' interest borne by such Bond, plus an additional amount calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability to the date of maturity or redemption of such Bond (for purposes of computing this additional amount, any uncompleted portion of a year shall be treated as a fraction

of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months).

Any moneys so deposited with the Trustee shall be held for the benefit of such claimants, if any, for five years after the date of deposit thereof, and any sums remaining after that time shall be repaid to the Company and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys.

ARTICLE VI

INVESTMENT OF MONEYS

Any moneys held as part of the Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee in accordance with the provisions of Section 3.5 of the Agreement. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay a requisition when presented or of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

ARTICLE VII

SUBORDINATION

Unless an event of default under the Agreement shall have occurred and be continuing, this Indenture and the rights and privileges hereunder of the Trustee and the holders of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company set forth in the Agreement. The Trustee agrees that it shall execute and deliver any instrument necessary or appropriate at any time to confirm or evidence such subordination to enable the Company to enjoy such rights and privileges.

ARTICLE VIII

DISCHARGE OF LIEN

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the holders and owners of the Bonds and coupons appertaining thereto the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 5.12 hereof and moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article when payment of the principal of and premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 103(c)(2) of the Code and all regulations proposed or promulgated thereunder) maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made and

all other liabilities of the Company under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of it. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid:

(a) as to any such Bonds as are not at the time of the making of such deposit redeemable within the next succeeding 60 days in accordance with the provisions of this Indenture until either (1) such Bonds shall have been irrevocably called or designated for redemption on the first date thereafter such Bonds may be redeemed in accordance with the provisions of this Indenture or (2) until the respective stated maturities thereof;

(b) as to any such Bonds as are at the time of the making of such deposit redeemable within the next succeeding 60 days in accordance with the provisions hereof, until (1) the date fixed for their redemption or (2) the respective stated maturities thereof; and

(c) as to all such Bonds which are to be redeemed prior to their respective stated maturities, until proper notice of such redemption shall have been previously published in accordance with Article III hereof or in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee irrevocable instructions to publish, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the holders of such Bonds and coupons that the deposit required by (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this Article and stating such maturity or redemption date upon which moneys are to be available

for the payment of the principal or redemption price, if applicable, on said Bonds.

Any moneys so deposited with the Trustee as provided in this Section may at the direction of the Company also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section which is not required for the payment of the Bonds and interest and premium thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and the interest and premium, if any, thereon and such Bonds and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the holder of each of the Bonds and coupons affected thereby.

Anything to the contrary in this Article VIII notwithstanding this Indenture shall not be discharged within 3 years from the date of the issuance of the Series 1981 Bonds or any Additional Bonds unless there shall first be deposited with the Trustee a certificate of a certified public accountant to the effect that, in the opinion of said certified public accountant, the Company has not exceeded the limitations set forth in Section 103(b)(6)(D) of the Code.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "event of default":

(a) Default in the due and punctual payment of interest on any Bond;

(b) Default in the due and punctual payment of the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof;

(d) The occurrence of an "event of default" under the Agreement.

SECTION 9.2. Acceleration. Upon the occurrence of an event of default the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon to the date of such declaration immediately due and payable, and such principal, interest, and any premium the Issuer shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder the Issuer and the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable in accordance with Section 6.2 of the Agreement and shall immediately exercise such rights as exist under the Agreement to declare all Repayment Installments payable under Section 4.2(a) of the Agreement to be immediately due and payable.

SECTION 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an event of default the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding.

If an event of default shall have occurred, and if requested so to do by the holders of a majority in aggregate principal amount of Bonds then outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers

conferred by this Section 9.3, as Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such default or event of default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

SECTION 9.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 9.5. Appointment of Receivers. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 9.6. Waiver. Upon the occurrence of an event of default, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under the Issuer, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

SECTION 9.7. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds, and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of Section 9.7(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon or any Bond until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds has been paid under the provisions of this Section 9.7 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 5.12 hereof.

SECTION 9.8. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the holders of the outstanding Bonds and the bearers of the outstanding coupons.

SECTION 9.9. Rights and Remedies of Bondholders. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless also a default has occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the holders of all Bonds then outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of

the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in the Bonds and the coupons expressed.

SECTION 9.10. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 9.11. Waivers of Events of Default. The Trustee shall waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal upon the written request of the holders of (1) a majority in principal amount of all the Bonds then outstanding in respect of which default in the payment of principal or interest, or both, exists, or (2) a majority in principal amount of all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, all arrears of interest, with interest, to the extent permitted by law, as in the Bonds provided on overdue interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

SECTION 9.12. Notice of Defaults under Section 9.1(c); Opportunity of The Issuer and The Company to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(c) hereof shall constitute an event of default until actual notice of such default by registered or certified mail shall be given to the Issuer and the Company by the Trustee or by the holders of not less than a majority in aggregate principal amount of all Bonds outstanding, and the Issuer and the Company shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted within the applicable period and diligently pursued until the default is corrected.

With regard to any default concerning which notice is given to the Issuer and the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

ARTICLE X

THE TRUSTEE AND PAYING AGENTS

SECTION 10.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an event of default and after curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their

exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of or any instrument required to secure the Bonds, or for the validity of the execution by the Issuer of this Indenture, or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds and coupons secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Mayor or Clerk of the Issuer or the Authorized Company Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Clerk of the Issuer under the seal of the Issuer to the effect that an authorization in the form therein set forth has been adopted by the Issuer as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV hereof or failure by the Issuer or the Company to file with the Trustee any document required by this Indenture or the Agreement to be so filed subsequent to the issuance of the Bonds, unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least a majority in aggregate principal amount of Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the authentication of any Bonds, the witndrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Section 9.3 or 9.8 hereof the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law.

SECTION 10.2. Fees, Charges and Expenses of the Trustee and Paying Agents. The Trustee and any Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee and any Paying Agent in connection with such services. Upon an event of default, but only upon an event of default, the Trustee and each Paying Agent shall have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it respectively.

SECTION 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof by registered or certified mail to the owner of each Bond at that time registered as to principal (except to bearer) or fully registered and to each holder of Bonds then outstanding shown by the list of Bondholders required by the terms of Section 4.6 hereof to be kept at the office of the Trustee.

SECTION 10.4. Intervention by the Trustee. In any judicial proceeding to which Issuer is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the owners of at least 25% of the aggregate principal amount of Bonds then outstanding.

SECTION 10.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 10.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days written notice by registered or certified mail to the Issuer, the Company, the owner of each Bond at that time registered as to principal (except to bearer) or fully registered, and each holder of Bonds as shown by the list of Bondholders required by Section 4.6 hereof to be kept by the Trustee, and such resignation shall take effect at the end of such thirty days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer.

SECTION 10.7. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, to the Issuer, and to the Company, and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

SECTION 10.8. Appointment of Successor Trustee by Bondholders. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by registered mail to the Issuer. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing having a reported capital and surplus of not less than $10,000,000, if there be such an institution willing, qualified and able to accept the trust upon customary terms.

SECTION 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor

Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, power and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

SECTION 10.10. Designation and Succession of Paying Agents. The Trustee and any other banks or trust companies, if any, designated as Paying Agent or Paying Agents in any supplemental indenture providing for the issuance of Additional Bonds as provided in Section 2.10 hereof, shall be the Paying Agent or Paying Agents for the applicable series of Bonds.

Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, Issuer shall, within thirty days thereafter, appoint such bank or trust company as shall be specified by the Company and located in the same city as such Paying Agent to fill such vacancy; provided, however, that if the Issuer shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 10.1 hereof with respect to the Trustee insofar as such provisions may be applicable.

SECTION 10.11. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Indiana) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or

future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 10.11 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

ARTICLE XI

SUPPLEMENTAL INDENTURES

SECTION 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To evidence the appointment of a separate trustee or a co-trustee or the succession of a new Trustee or Paying Agent hereunder;

(d) To make any other change which in the judgment of the Trustee is not to the prejudice of the Bondholders;

(e) To issue Additional Bonds as provided in Section 2.10 hereof.

SECTION 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section or in Section 11.1 hereof contained shall permit, or be construed as permitting (a) an extension of the maturity date (or mandatory sinking fund or other mandatory redemption date) of the principal of, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium or rate of interest on any Bond issued hereunder, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, or (e) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (f) an amendment that deprives the holder of any Bond then

outstanding of the lien hereby created on the Trust Estate.

If at any time Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Issuer and in any event one time in a newspaper or financial journal of general circulation in the City of New York, New York. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the final publication of such notice, the holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish any notice required in this Section, then such publication in lieu thereof as shall be made by the Trustee shall constitute a sufficient publication of notice.

Anything herein to the contrary notwithstanding, and if the Company is not in default at such time, a supplemental indenture under this Article shall not become effective unless and until the Company shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company shall be deemed to have

consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Company on or before 4:30 o'clock P.M., Fort Wayne, Indiana Time, on the fifteenth day after the mailing of said notice.

ARTICLE XII

AMENDMENT OF AGREEMENT

SECTION 12.1. Amendments, etc., to Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Agreement (including an assignment thereof) or the Exhibits thereto as may be required (i) by the provisions of the Agreement or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) to describe more fully or to amplify or correct the description of, or substitute for, any property subject to the Agreement or intended so to be, (iv) in connection with the issuance of Additional Bonds pursuant to Section 2.10 hereof or (v) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Bondholders.

SECTION 12.2. Amendments, etc., to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without publication of notice and the written approval or consent of the holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding given as in this Section provided; provided, however, that nothing in this Section or in Section 12.1 herein contained shall permit or be construed as permitting (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) of the Agreement or (b) a reduction in the total amount due pursuant to Section 4.2(a) of the Agreement or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental Agreement. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures.

Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds or coupons transferable by delivery and the amounts and numbers of such Bonds, and the date of the holdings of the same, may be proved by a certificate, deemed by the Trustee to be satisfactory, executed by any trust company, bank or banker, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds or coupons therein mentioned. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank or trust company before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs as it shall deem appropriate.

(c) The fact of ownership of Bonds registered otherwise than to bearer and the amount or amounts, numbers and other indentification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.8 hereof.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

In determining whether the holders of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph (a) an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, (b) "control", means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

SECTION 13.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds and coupons, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive

benefit of the parties hereto and the holders of the Bonds and coupons as herein provided.

SECTION 13.3. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13.4. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, or sent by telegram, addressed as follows: if to the Issuer, at City-County Building, Fort Wayne, Indiana 46802, Attention: Mayor; if to the Trustee, at its address as first above written, Attention: Corporate Trust Department; and if to the Company, at East Hanover, New Jersey 07936, Attention: General Counsel. A duplicate copy of each notice required to be given hereunder by the Trustee to either the Issuer or the Company shall also be given to the other. The Issuer, the Company and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.5. Payments Due on Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in Fort Wayne, Indiana, a Sunday or a legal holiday or a day on which banking institutions are authorized by law to close (and the Trustee is in fact closed), then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 13.6. Action by Company. Wherever it is herein provided or permitted for any action to be taken by the Company, such action may be taken by the Authorized Company Representative under the Agreement unless the context clearly indicates otherwise.

SECTION 13.7. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.8. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Indiana.

SECTION 13.9. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana and Fort Wayne National Bank have caused this Indenture of Trust to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

[SEAL]

ATTEST:

_____
City Clerk

FORT WAYNE NATIONAL BANK,
Trustee

By _____

[SEAL]

ATTEST:

_____

CITY OF FORT WAYNE, INDIANA

AND

NABISCO, INC.

FINANCING AGREEMENT

Dated as of May 1, 1981

The interest of the City of Fort Wayne, Indiana in this Agreement and all amounts receivable hereunder has been assigned to Fort Wayne National Bank, as Trustee under the Indenture of Trust dated as of May 1, 1981 from the City of Fort Wayne, Indiana.

FINANCING AGREEMENT

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, made and entered into as of May 1, 1981 by and between the City of Fort Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana, party of the first part (the "Issuer"), and Nabisco, Inc., a corporation organized and existing under the laws of the State of New Jersey, party of the second part (the "Company").

W I T N E S S E T H:

In consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall be a limited obligation of the Issuer, payable solely out of the proceeds derived from this Financing Agreement and the sale of the bonds referred to in Section 3.2 hereof, all as herein provided):

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITION OF TERMS. Certain terms used in this Financing Agreement are hereinafter defined in this Section 1.1. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise:

"Act" means Indiana Code 18-6-4.5, as supplemented and amended.

"Additional Bonds" means the additional parity Bonds authorized to be issued by the Issuer pursuant to Section 2.10 of the Indenture.

"Agreement" means this Financing Agreement as from time to time supplemented and amended.

"Authorized Company Representative" means such person at the time and from time to time designated by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of

the Company by the president, any vice president, treasurer or assistant treasurer of the Company to act in behalf of the Company. Such certificate shall designate an alternate or alternates.

"Bond" or "Bonds" means the Series 1981 Bonds and any Additional Bonds issued pursuant to the Indenture.

"Bond Fund" means the Bond Fund created and established in Section 5.2 of the Indenture.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means (i) Nabisco, Inc., the party of the second part hereto and its successors and assigns and (ii) any surviving, resulting or transferee corporation as provided in Section 5.2 hereof.

"Completion Date" means the date of completion of the Project as that date shall be certified as provided in Section 3.4 hereof.

"Construction Fund" means the Construction Fund created and established in Section 5.6 of the Indenture.

"Construction Period" means the period between the beginning of construction or the date on which Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Cost of the Project" means the sum of the items authorized to be paid from the Construction Fund pursuant to the provisions of Section 3.3 hereof.

"Determination of Taxability" means (i) the delivery to the Trustee of a written statement signed by the President or a Vice President of the Company to the effect that it has, with respect to the Series 1981 Bonds, exceeded the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Code; or (ii) the receipt by the Company of a written notice of (a) the issuance of a published or private ruling of the Internal Revenue Service or a Technical Advice Memorandum issued by the National Office of the Internal Revenue Service or (b) a final determination (from which no further right of appeal exists) by a court of competent jurisdiction in the United States of America, in either case which holds

in effect that the interest payable on any of the Series 1981 Bonds is includable in the gross income for Federal income tax purposes of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", as such are defined in the Code); provided, however that such determination under clauses (i) or (ii) results from the failure by the Company to observe or perform any covenant or agreement required to be observed or performed by it under this Agreement or as the result of the inaccuracy of any representation by the Company herein; and further provided that no determination under clause (ii) shall be deemed a "Determination of Taxability" unless the Company has been given written notice of such proceedings or actions and an opportunity to participate, and if the Company is contesting the same in good faith, until the earliest of (1) abandonment of such contest by the Company, (2) receipt of a final order of a court from which no further appeal may be taken or (3) two years after issuance of the initial determination, whichever shall occur first. The Determination of Taxability shall be deemed to have occurred for all purposes of this Agreement and the Indenture on the date borne by such written statement or published or private ruling or the date of such final determination, as the case may be.

"Event of Taxability" means the occurrence of the circumstances described in Section 103(b)(6)(D) of the Code which circumstances the Determination of Taxability shall have found to have occurred, with the result that the interest payable on the Series 1981 Bonds becomes includable in the gross income for Federal income tax purposes of the holders of such Bonds (other than a holder who is a "substantial user" or "related person" as such are defined in the Code).

"Indenture" means the Indenture of Trust, including any indentures supplemental thereto as therein permitted, between the Issuer and the Trustee, of even date herewith, pursuant to which the Bonds are authorized to be issued and pursuant to which the Issuer's interest in this Agreement is pledged as security for the payment of principal of, premium, if any, and interest on the Bonds.

"Issuer" means the City of Fort Wayne, Indiana, the party of the first part hereto, a municipal corporation and political subdivision of the State of Indiana, and any successor body to the duties or functions of the Issuer.

"Note" means the Series 1981 Note and any additional promissory notes of the Company evidencing its obligations to

pay all amounts payable under Section 4.2(a) hereof. For all purposes of this Agreement and the Indenture, the obligations of the Company under the Note shall be deemed to be amounts payable hereunder. If Additional Bonds are issued under the Indenture, the term Note shall include additional notes issued by the Company with respect to Additional Bonds.

"Person" or "person" shall mean individuals, firms, associations, trusts, partnerships, corporations and public bodies.

"Project" means those facilities (whether land, buildings or equipment) described in Exhibit A hereto, as they may at any time exist, to be financed in whole or in part with proceeds from the sale of the Bonds or the proceeds of any payment by the Company pursuant to Section 3.4 of this Agreement.

"Repayment Installment" means an amount that the Company is required to pay directly to the Trustee pursuant to Section 4.4 hereof (including amounts required to be paid pursuant to the Note) as a repayment of the loan made by the Issuer under this Agreement, which amount is determined in accordance with Section 4.2(a) hereof.

"Series 1981 Bonds" means the $1,300,000 aggregate principal amount of Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981 authorized to be issued by the Issuer pursuant to the terms and conditions of Sections 2.1 and 2.2 of the Indenture.

"Series 1981 Note" or "Series 1981 Notes" means the promissory note or notes of the Company executed and delivered to the Issuer in connection with the Series 1981 Bonds.

"Trustee" means the Trustee and/or co-trustee at the time serving as such under the Indenture.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

REPRESENTATIONS

SECTION 2.1. REPRESENTATIONS OF THE ISSUER. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a duly organized and existing municipal corporation and political subdivision of the State of Indiana. The Issuer has the power, under the provisions of the Act, to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Project constitutes and will constitute an "economic development facility" within the meaning of the Act. By proper action of the Common Council of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement.

(b) To finance the cost of the Project the Issuer proposes to issue its Series 1981 Bonds which will mature and bear interest as set forth in Article II of the Indenture and which will be subject to redemption as set forth in Article III of the Indenture.

(c) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interest in this Agreement and the Note will be pledged to the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement or the Note other than to secure the Bonds.

(e) The Issuer is not in default under any of the provisions of the laws of the State of Indiana which would affect its existence or its powers referred to in the preceding subsection (a).

(f) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer.

(g) Issuer hereby finds and determines that all requirements of the Act have been complied with and that financing the Project will further the public purposes of the Act.

(h) No officer or official of the Issuer has any interest (financial, employment or other) in the Company or the transactions contemplated by this Agreement.

SECTION 2.2. REPRESENTATIONS OF THE COMPANY. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated under the laws of the State of New Jersey and is in good standing in that State, is duly qualified to do business as a foreign corporation and is in good standing in the State of Indiana, has power to enter into and by proper corporate action has been duly authorized to execute and deliver this Agreement and the Series 1981 Note.

(b) Neither the execution and delivery of this Agreement or the Series 1981 Note, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is now a party or by which it is bound.

(c) The estimated Cost of the Project is as set forth in Exhibit A hereto and has been determined in accordance with sound engineering and accounting principles.

(d) The Project consists and will consist of those facilities described in Exhibit A hereto and no changes shall be made in the Project or in the operation thereof which will affect the qualification of the Project as an economic development facility under the Act or (other than making or incurring capital expenditures constituting an Event of Taxability) impair the exemption of interest on any of the Bonds from Federal income taxation.

(e) The Company has title to the Project sufficient for its purposes.

(f) The acquisition, construction and installation of the Project will create additional employment in the City of Fort Wayne, Indiana.

(g) The Company intends to utilize or cause the Project to be utilized to the expiration or earlier termination of this Agreement as provided herein as an "economic development facility" within the meaning of the Act.

(h) The Project consists of land or property which is subject to the allowance for depreciation provided in Section 167 of the Code; at least 90% of the expenditures for the Cost of the Project paid from Series 1981 Bond proceeds (including any earnings on investment of such proceeds) will be charged to the Project's capital account for Federal income tax purposes or would be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts and represent costs incurred and paid, or to be paid, after November 30, 1979.

(i) The proceeds of the Series 1981 Bonds will not be used to provide working capital for the Company within the meaning of Section 103(b) of the Code and the regulations promulgated thereunder.

(j) The Project will be located wholly within the corporate boundaries of the City of Fort Wayne, Indiana.

(k) Acquisition and construction of the Project commenced after November 30, 1979 and no portion thereof was placed into service earlier than one year prior to the date of execution of this Agreement.

(l) No facilities will be financed out of the proceeds from the issuance of the Series 1981 Bonds if such facilities have been constructed or owned by the proposed user and placed in use by the proposed user prior to the adoption of a resolution of the Issuer's Economic Development Commission with respect to the Project.

(m) No officer or official of the Issuer has any interest (financial, employment or other) in the Company or the transactions contemplated by this Agreement.

ARTICLE III

CONSTRUCTION OF THE PROJECT; ISSUANCE OF THE BONDS

SECTION 3.1. AGREEMENT TO CONSTRUCT AND EQUIP THE PROJECT. The Company agrees that it will acquire, install or construct, or complete the acquisition, installation or construction of, the Project, and construct, acquire and install other facilities and real and personal property deemed necessary for the operation of the Project, substantially in accordance with the plans and specifications therefor prepared by the Company including any and all supplements, amendments and additions (or deletions) thereto (or therefrom).

In the event that Exhibit A hereto is to be amended or supplemented in accordance with the provisions of Section 12.1 of the Indenture, the Issuer will enter into, and will instruct the Trustee to consent to, an amendment of or supplement to Exhibit A hereto upon receipt of:

(i) a certificate of the Authorized Company Representative describing in detail the proposed changes and stating that they will not have the effect of disqualifying the Project as an "economic development facility" within the meaning of the Act;

(ii) a copy of the proposed form of amendment or supplement to Exhibit A hereto; and

(iii) the written approving opinion of municipal bond counsel of nationally recognized standing, to the effect that such supplement or amendment will not result in the loss of Federal income tax exemption of interest on any Bonds under Section 103(b) of the Code or change the status of the Project as an "economic development facility" under the Act.

SECTION 3.2. AGREEMENT TO ISSUE SERIES 1981 BONDS; APPLICATION OF BOND PROCEEDS; ADDITIONAL BONDS

(a) In order to provide funds to finance the Cost of the Project as provided in Section 4.1 hereof, the Issuer agrees that it will issue under the Indenture, sell and cause to be delivered to the purchasers thereof, the Series 1981 Bonds, bearing interest and maturing as set forth in the Indenture. The Issuer will thereupon deposit the proceeds received from the sale of the Series 1981 Bonds as follows: (1) in the Bond Fund, a sum equal to the accrued interest paid by the purchasers of such Series 1981 Bonds; and (2) the balance of the proceeds from the sale of such Series 1981 Bonds, including any funded (capitalized) interest on the Series 1981 Bonds as may be specified by the Issuer at the direction of the Company, in the Construction Fund.

(b) So long as the Company shall not be in default hereunder and whenever the Company requests, the Issuer may authorize and will use its best efforts to issue Additional Bonds in aggregate principal amounts specified from time to time by the Company in order to provide funds for the purpose of (1) financing the cost of completing the Project, (2) financing the cost of additional economic development facilities or (3) refunding any Bonds.

SECTION 3.3. DISBURSEMENTS FROM THE CONSTRUCTION FUND. The Issuer will authorize and direct the Trustee upon compliance with Section 5.7 of the Indenture to disburse the moneys in the Construction Fund to or on behalf of the Company for the following purposes (but, subject to the provisions of Section 3.5 hereof, for no other purpose):

(a) Payment to the Company of such amounts, if any, as shall be necessary to reimburse the Company in full for all advances and payments made by it at any time prior to or after the delivery of the Bonds for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the construction and acquisition of the Project.

(b) Payment of the initial or acceptance fee of the Trustee, Trustee and paying agent fees incurred during the Construction Period, legal, financial and accounting fees and expenses, and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the execution and filing of the Indenture and the preparation of all other documents in connection therewith, and payment of all fees, costs and expenses for the preparation of this Agreement, the Indenture and the Bonds.

(c) Payment for labor, services, materials and supplies used or furnished in site improvement and in the construction and acquisition of the Project, all as provided in the plans, specifications and work orders therefor, payment for the cost of the construction, acquisition and installation of utility services or other facilities, and all real and personal property deemed necessary in connection with the Project and payment for the miscellaneous expenditures incidental to any of the foregoing items.

(d) Payment of the fees, if any, for architectural, engineering, legal, underwriting and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period.

(f) Payment of the taxes, assessments and other charges, if any, that may become payable during the Construction Period with respect to the Project, or reimbursement thereof if paid by the Company.

(g) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Interest on the Bonds for the Construction Period.

(i) Payment of any other costs permitted by the Act other than interest on the Bonds after the Completion Date.

(j) All moneys remaining in the Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section, shall at the direction of the Company be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section shall be made upon receipt by the Trustee of a written order signed by the Authorized Company Representative certifying:

(i) The requisition number;

(ii) The name and address of the person, firm or corporation to whom payment is due or has been made, which may include the Company;

(iii) The amount to be or which has been paid;

(iv) That each obligation mentioned therein has been properly incurred, is a proper Cost of the Project and is or was necessary in connection with the Project;

(v) That none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Fund; and

(vi) That after taking into account the costs proposed to be paid or reimbursed in said certificate at least 90% of all of the costs paid or reimbursed out of the Construction Fund are amounts which will be charged to the Project's capital account or which would be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amount and were incurred and paid, or are to be paid, subsequent to November 30, 1979.

A copy of each such requisition shall be furnished to the Issuer.

SECTION 3.4. ESTABLISHMENT OF COMPLETION DATE-OBLIGATION OF COMPANY TO COMPLETE. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating the Cost of the Project and stating that (i) construction of the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such construction have been paid for, (ii) all other facilities necessary in connection with the Project have been constructed, acquired and installed in accordance with the plans and specifications and work orders therefor and all costs and expenses incurred in connection therewith have been paid and (iii) that at least 90% of the costs previously disbursed are amounts which will be charged to the Project's capital account or which would be so chargeable either with a proper election by the Company under the Code, or but for a proper election by the Company to deduct such amount and were paid and incurred subsequent to November 30, 1979. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Company to cause such certificate to be furnished to Trustee as soon as the Project shall have been completed.

Moneys remaining in the Construction Fund (including any earnings on investments which remain in the Construction Fund) at the time such certificate is delivered to Trustee may be used, at the direction of the Authorized Company Representative, which shall be given within 120 days after the Completion Date, for any of the following purposes:

(1) for the payment of any Cost of the Project not then due and payable as specified in the above-mentioned certificate;

(2) to purchase Bonds for the purpose of cancellation as directed by the Company;

(3) for transfer to the Bond Fund; or

(4) a combination of (1), (2) and (3) as provided in such direction.

Prior to using any such moneys for the purpose specified in (3) above, the Company shall provide the Trustee with an opinion of nationally recognized municipal bond counsel

to the effect that such transfer will not cause the interest on any Bonds to become taxable under the Federal income tax laws.

In the event the moneys in the Construction Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay directly, or to deposit in the Construction Fund moneys sufficient to pay, the costs of completing the Project as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund the Company should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the said costs of the Project pursuant to the provisions of this Section it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof.

SECTION 3.5. INVESTMENT OF MONEYS IN THE CONSTRUCTION FUND AND BOND FUND. Any moneys held as a part of the Construction Fund or Bond Fund shall at the written request of the Authorized Company Representative be invested or reinvested by the Trustee, to the extent permitted by law, in the following: (i) any bonds or other obligations which as to principal and interest constitute direct obligations of or are unconditionally guaranteed by the United States of America, (ii) obligations issued or guaranteed by any person controlled or supervised by and acting as a instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America, (iii) obligations issued or guaranteed by any state of the United States of America, or the District of Columbia or any political subdivision of any such state or District, (iv) commercial paper which has been classified for rating purposes by Moody's Investors Service, Inc. as P-1 or by Standard & Poor's Corporation as A-1, (v) repurchase agreements fully secured by obligations issued or guaranteed by the United States of America or by any person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America, and (vi)

certificates of deposit, time deposits or other interest-bearing deposits issued by banks, including the Trustee, which have combined capital, surplus and undivided profits of at least $50,000,000. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Construction Fund or Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any losses resulting from such investment shall be charged to such fund and paid by the Company.

SECTION 3.6. SPECIAL ARBITRAGE CERTIFICATIONS. The Issuer hereby certifies to the Company that it has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

The Company hereby covenants and represents to the Issuer, and, based upon said representations, the Issuer and the Company jointly and severally covenant with all purchasers and holders of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 103(c) of the Code, and any lawful regulations promulgated or proposed thereunder, including Sections 1.103-13 and 1.103-14 of the Income Tax Regulations (26 CFR Part 1), as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

All terms used in this Section shall have the meanings set forth in Sections 1.103-13 to 1.103-14 of the Income Tax Regulations (26 CFR Part 1).

ARTICLE IV

REPAYMENT PROVISIONS

SECTION 4.1. BOND PROCEEDS. The Issuer covenants and agrees, upon the terms and conditions in this Agreement,

to finance the cost of the Project for the Company. Pursuant to said covenant and agreement, the Issuer will issue the Bonds upon the terms and conditions contained in this Agreement and the Indenture and will cause the Bond proceeds to be applied as provided in Article III hereof. Except as provided in Section 3.2 hereof, such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.3 hereof.

SECTION 4.2. REPAYMENT AND PAYMENT OF OTHER AMOUNTS PAYABLE.

(a) On or before November 1, 1981 and on or before each May 1 and November 1 thereafter until the principal of, premium, if any, and interest on the Series 1981 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Company covenants and agrees to pay to the Trustee in federal or other immediately available funds current in Fort Wayne, Indiana for deposit in the Bond Fund, as a Repayment Installment, a sum equal to the amount payable on such date as principal (whether at maturity, or upon redemption or acceleration), premium, if any, and interest upon the Series 1981 Bonds as provided in the Indenture. Each payment made pursuant to this Section shall be made during normal banking hours. The Company agrees to execute the Series 1981 Note to evidence such obligation. Each payment made to the Trustee for deposit into the Bond Fund under the Series 1981 Note shall be deemed to be a credit against the corresponding obligation of the Company under this Section 4.2(a) and any such payment made to the Trustee shall fulfill the Company's obligation to pay said amount hereunder and under the Series 1981 Note.

Each payment pursuant to this Section shall at all times be sufficient to pay the total amount of interest and principal (whether at maturity or upon redemption or acceleration) and premium, if any, payable on the Series 1981 Bonds on the May 1 or November 1 that such payment is due; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further that, subject to the provisions of the next succeeding sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium,

if any, on the Series 1981 Bonds then remaining unpaid, the Company shall not be obligated to make any further payments under the provisions of this Section or the Series 1981 Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption or acceleration) interest and premium, if any, on the Bonds on such date, the Company shall forthwith pay such deficiency as a Repayment Installment hereunder. The term "Excess Amount" as of any repayment installment date shall mean the amount in the Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which have matured at maturity or on a redemption date, premium, if any, on such Bonds and past due interest in all cases where Bonds or coupons have not been presented for payment.

(b) The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture, (i) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and its ordinary expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee, as Bond Registrar and paying agent, and any other paying agent on the Bonds for acting as paying agent as provided in the Indenture, as and when the same become due, (iii) the reasonable fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, as and when the same become due, and (iv) the cost of printing any Bonds required to be furnished by the Issuer at the expense of the Issuer. The Company further agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trusts under the Indenture, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers and duties under the Indenture.

(c) The Company also agrees to pay upon written request, reasonable expenses of the Issuer related to the Project which are not otherwise required to be paid by the Company under the terms of this Agreement; provided that the Company shall have approved through an Authorized Company Representative such expenses in writing prior to the incurrence thereof.

In the event the Company should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company agrees to pay the same with interest thereon to the extent permitted by law, at the same rate as provided in the Indenture for overdue payments on the Bonds, until paid.

SECTION 4.3. NO DEFENSE OR SET-OFF - UNCONDITIONAL OBLIGATION. The obligations of the Company to make the payments required in Section 4.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and the Company shall pay absolutely net during the term of this Agreement the payments to be made on account of the loan as prescribed in Section 4.2 and all other payments required hereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Company: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) except as provided in Article VII hereof, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete the Project, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either of these, or any failure of the Issuer or Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Indenture, except to the extent permitted by this Agreement.

SECTION 4.4. ASSIGNMENT OF ISSUER'S RIGHTS. As security for the payment of the Bonds, the Issuer will assign to the Trustee the Issuer's rights under this Agreement (including the Note), including the right to receive payments hereunder (except the right of the Issuer to receive payments, if any, under Sections 4.2(c), 5.3 and 6.3 hereof), and hereby directs the Company to make said payments directly to the Trustee. The Company herewith assents to such assignment and will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Issuer or the Trustee.

ARTICLE V

SPECIAL COVENANTS AND AGREEMENTS

SECTION 5.1. THE ISSUER'S RIGHT OF ACCESS TO THE PROJECT. The Company agrees that the Issuer and the duly authorized agents of the Issuer shall have the right at all reasonable times, upon reasonable notice, during normal business hours to enter upon the site of the Project to examine and inspect the Project. The rights of access hereby reserved to the Issuer and the Trustee may be exercised only after such agent shall have executed release of liability and secrecy agreements in the form then currently used by the Company. However, nothing contained in this Section or in any other provision of this Agreement shall be construed to entitle the Issuer or the Trustee to any information or inspection involving the confidential know-how of the Company.

SECTION 5.2. THE COMPANY TO MAINTAIN ITS CORPORATE EXISTENCE; CONDITIONS UNDER WHICH EXCEPTIONS PERMITTED. The Company agrees that during the term of this Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; or permit one or more corporations to consolidate with or merge into it; provided, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States or of the District of Columbia), or permit one or more corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation, as the case may be, (i) is a domestic corporation

as aforesaid and shall be qualified to do business in the State of Indiana and (ii) assumes in writing all of the obligations of the Company under this Agreement and the Note, provided that the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to such consolidation, merger or transfer) at least equal to 90% of the consolidated net worth of the Company immediately prior to such consolidation, merger or transfer. The term "net worth", as used in this Section shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

SECTION 5.3. RELEASE AND INDEMNIFICATION COVENANTS. The Company releases the Issuer from and covenants and agrees that the Issuer shall not be liable for, and to indemnify and hold the Issuer harmless against, any loss or damage to property or any injury to or death of any person occurring on or about or resulting from any defect in the Project or any claims against the Issuer resulting from alleged debts incurred by the Company as a result of construction and operation of the Project, provided that the indemnity provided in this sentence shall be effective only to the extent of any loss that may be sustained by the Issuer in excess of the net proceeds received from any insurance carried with respect to the loss sustained, and provided further, that the indemnity shall not be effective for damages that result from negligence or intentional acts on the part of the Issuer.

SECTION 5.4. RECORDS AND FINANCIAL STATEMENTS OF COMPANY. The Trustee shall be permitted at all reasonable times to examine the books and records of the Company with respect to the Project. So long as any of the Bonds are outstanding, the Company shall furnish to the Trustee, the Issuer, to any holder of a majority in aggregate principal amount of the Bonds and to any Bondholder who shall have requested in writing the following information:

(a) within 120 days after the end of each fiscal year, a profit and loss and a reconciliation of surplus statement of the Company for such year, and a balance sheet of the Company as of the end of such year, setting forth in each case in comparative form figures for the preceding fiscal year, all in reasonable detail and certified by independent public accountants of recognized standing selected by the Company; if the Annual Report of the Company to its stockholders shall contain financial statements relating the above required information, similarly prepared and certified,

copies of such Annual Report may be delivered in satisfaction of this subsection (a);

(b) as soon as available and in any event within 60 days after the end of each of the first three quarterly periods in each fiscal year, a copy of the Quarterly Report of the Company to its Stockholders; and

(c) such other information as may reasonably be requested.

SECTION 5.5. TAX EXEMPT STATUS OF THE BONDS.

The Issuer covenants that it shall, prior to the issuance of the Series 1981 Bonds, duly elect to have the provisions of Section 103(b)(6)(D) of the Code apply to such issue, and such election shall be made in accordance with the applicable regulations or procedures of the Internal Revenue Service. The Company covenants that it shall furnish to the Issuer whatever information is necessary for the Issuer to make such election and shall file such supplemental statements and other information as are required by the applicable regulations or procedures of the Internal Revenue Service.

The Company covenants that (i) the proceeds of the Series 1981 Bonds are to be used with respect to facilities to be located in the corporate boundaries of the City of Fort Wayne, Indiana; (ii) that the Company will be the principal user of the facilities to be acquired and constructed with the proceeds of the Series 1981 Bonds within the meaning of Section 103(b)(6) of the Code; and (iii) that there are no outstanding obligations of any state, territory or possession of the United States, or any political subdivision of the foregoing or of the District of Columbia constituting "exempt small issues" within the meaning of Section 1.103-10 of the Internal Revenue Service Rules and Regulations, Federal Register Vol. 37, No. 150 (the "Regulations"), the proceeds of which have been or are to be used primarily with respect to facilities located in the corporate boundaries of the City of Fort Wayne, Indiana (or in any contiguous political subdivision), and which are to be used primarily by the Company (including any person related to the Company within the meaning of Section 103(b)(6)(C) of the Code) other than the Series 1981 Bonds.

The Company further represents that it does not presently intend to make any capital expenditures which will cause the interest on the Bonds to become subject to Federal

income taxes pursuant to the provisions of Section 103(b) of the Code so long as any of the Bonds are outstanding under the Indenture. The Company further covenants that it will not take any action (other than making the aforesaid capital expenditures) nor permit any action to be taken which would cause the interest on the Bonds to become subject to Federal income taxes, provided, that the Company shall not have violated this covenant if the interest on any of the Bonds becomes taxable to a person who is a substantial user of the Project or a related person pursuant to the provisions of Section 103(b)(9) of the Code.

The Company further represents that it shall furnish to the Issuer and the Trustee (i) at the time of the issuance of the Series 1981 Bonds, a statement of the aggregate amount of expenditures made or incurred in the City of Fort Wayne, Indiana (or in any contiguous political subdivision) with respect to property used by the Company (or any related person) and which could under any rule of election be capitalized for Federal Income Tax purposes ("Included Capital Expenditures") during the period beginning three years before the date of such issue, (ii) within 90 days following the close of each fiscal year of the Company occurring within two years after the issuance of the Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred during the period beginning with the date of the last statement filed with the Trustee and ending on the last day of the preceding fiscal year, (iii) within 90 days following the third anniversary date of the issuance of any of the Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred during the period beginning with the date of the last statement filed with the Trustee and ending on such anniversary date and (iv) within 30 days after it has made or incurred the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Code, a statement to that effect. Each such statement shall set forth (A) a description of those Included Capital Expenditures which are capital expenditures under Section 103(b)(6)(D)(ii) of the Code and shall take into account facilities referred to in Section 103(b)(6)(E) of the Code in computing such capital expenditures and (B) a description, and the reason for the exclusion, of any capital expenditures which the Company has not taken into account under Section 103(b)(6)(F) of the Code. The term Included Capital Expenditures as used herein includes research and development expenses incurred at any location with respect to products or procedures manufactured or used at the Project. This covenant shall survive the termination of this Agreement.

SECTION 5.6. INSURANCE. The Company agrees that so long as it owns the Project it will maintain, or cause to be maintained, all necessary insurance with respect to the Project in accordance with its customary insurance practices.

SECTION 5.7. MAINTENANCE AND REPAIR. The Company agrees that so long as it owns the Project it will (i) maintain or cause to be maintained, the Project in as reasonably safe condition as its operations shall permit and (ii) maintain or cause to be maintained, the Project in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

SECTION 5.8. QUALIFICATION IN INDIANA. The Company agrees that throughout the term of this Agreement it will be qualified to do business in the State of Indiana.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1. EVENTS OF DEFAULT. The occurrence and continuation of any one of the following shall constitute an Event of Default:

(a) failure by the Company to pay any amounts required to be paid under Section 4.2(a) hereof at the times specified therein; or

(b) failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted within the applicable period and diligently pursued until the default is corrected; or

(c) the dissolution or liquidation of the Company; or the filing by the Company of a voluntary petition in bankruptcy; or failure by the Company promptly to forestall or remove any execution, garnishment or attachment of such consequence as will impair its ability to continue its business or fulfill its obligations hereunder; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Company; or the filing of a petition or answer proposing the entry of an order for relief against the Company under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or the reorganization, arrangement or debt readjustment of the Company under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety days after the filing thereof; or if the Company shall fail to generally pay its debts as they become due; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Company) of all or a substantial part of the property of the Company, and the failure of such a custodian to be discharged within ninety days after such appointment; or the taking by such a custodian of possession of the Company or a substantial part of its property, and the failure of such taking to be discharged within ninety days after such taking; or the Company's consent to or acquiescence in such appointment or taking; or assignment by the Company for the benefit of its creditors; or the entry by the Company into an agreement of composition with its creditors. The term "dissolution or liquidation of the Company," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Company resulting either from a merger or consolidation of the Company into or with another corporation or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in Section 5.2 hereof.

SECTION 6.2. REMEDIES ON DEFAULT. Whenever any Event of Default under this Agreement shall have happened and be subsisting, the Trustee may take any one or more of the following remedial steps:

(a) The Trustee, by notice in writing to the Company, may declare the unpaid Repayment Installments payable under Section 4.2(a) of this Agreement (including the Note) to be due and payable immediately, if concurrently with or prior to such notice the unpaid principal amount of the Bonds has been declared to be due and payable, and upon any such declaration the same shall become and shall be immediately due and payable in the amount set forth in Section 9.2 of the Indenture.

(b) The Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Company.

(c) The Issuer or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

In case the Trustee shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company and the Trustee shall continue as though no such proceeding had been taken.

The Company covenants that, in case an Event of Default shall occur with respect to the payment of any repayment installment payable under Section 4.2(a) hereof, then, upon demand of the Trustee, the Company will pay to the Trustee the whole amount that then shall have become due and payable under said Section, with interest (to the extent permitted by law) on the amount at the same rate as provided in the Indenture for overdue payments on the Bonds until paid.

In case the Company shall fail forthwith to pay such amounts upon such demand, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company and collect in the manner provided by law out of the property of the Company, the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the entry of an order for relief against the Company under Title 11 of the United States Code, as the same may from time to time be hereafter amended, for the bankruptcy or for the reorganization of the Company under the Federal bankruptcy laws or any other applicable law, or in case a custodian (including, without limitation a receiver, trustee or liquidator of the Company) shall have been appointed for the property of the Company or in the case of any other similar judicial proceedings relative to the Company, or to the creditors or property of the Company, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Company, its creditors, or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any such custodian is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including counsel fees incurred by it up to the date of such distribution.

SECTION 6.3. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Trustee.

SECTION 6.4. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

SECTION 6.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Agreement should be breached by the Company and such breach is thereafter waived by the Issuer or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII

OPTIONAL AND MANDATORY PREPAYMENT

SECTION 7.1. OBLIGATION TO PREPAY INSTALLMENTS. Upon the occurrence of a Determination of Taxability the Company shall have the obligation to prepay installments payable under the Series 1981 Note in whole, but not in part. Such obligation shall be fulfilled at the earliest possible date, but in no event more than 180 days from the date of the Determination of Taxability.

The amount to be prepaid pursuant to this Section 7.1 shall be the sum of the following:

(i) For redemption pursuant to Section 3.1 of the Indenture, the principal amount of all Series 1981 Bonds then outstanding, plus accrued interest to the date of redemption, plus a premium equal to six months' interest borne by such Bonds, plus an additional premium calculated by multiplying one year's

interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability and the date of redemption (for purposes of computing this additional premium, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). If upon the date of redemption there shall be on deposit in the Bond Fund the total amount required by this paragraph such amount shall constitute total compensation due such outstanding Series 1981 Bonds and the holders of such Bonds as a result of the Occurrence of an Event of Taxability and in satisfaction of the Company's obligations hereunder.

(ii) An amount equal to six months' interest borne by each of the Series 1981 Bonds not then outstanding but which was outstanding at the time of the Event of Taxability, plus an additional amount calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability and the date that such Bond was paid or redeemed (for purposes of computing this additional amount, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). Such amount shall be held and disbursed by the Trustee as provided in Section 5.14 of the Indenture and shall constitute total compensation due such Bonds and the holders of such Bonds as a result of the occurrence of an Event of Taxability and in satisfaction of the Company's obligations hereunder.

SECTION 7.2. OPTIONS TO PREPAY INSTALLMENTS. The Company shall have the option to prepay the installments payable under the Note in whole, but not in part, if any of the following shall have occurred:

(a) The Project shall have been damaged or destroyed (in whole or in part) by fire or other casualty (i) to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, within a period of six consecutive months following such damage or destruction it is not practicable or desirable to rebuild, repair

or restore the Project, or (ii) to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, the Company is or will be thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority (including such a taking or takings as results or is likely to result, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, in the Company being thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months or results or is likely to result in rendering the Project, in the opinion of the Company, unsuitable for use by the Company).

(c) As a result of any changes in the Constitution of Indiana or the Constitution of the United States of America or of legislative or administrative action (whether state or Federal) or by final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Company in good faith, this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Company, including without limitation Federal, state or other ad valorem, property, income or other taxes not being imposed on the date of this Agreement.

(d) Changes in the economic availability of raw materials, operating supplies or facilities necessary for the operation of the Project shall have occurred or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic.

(e) Any court or administrative body shall enter a judgment, order or decree requiring the Company to cease all or any substantial part of its operations at the Project, to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, the Company is or will be thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months.

SECTION 7.3. ADDITIONAL OPTION TO PREPAY INSTALLMENTS. The Company shall also have the option to prepay at any time all or any part of the installments payable under the Note. If the Company exercises its option to prepay all installments payable under the Note the amount of such payment shall be the amount set forth in Section 7.4 hereof. If the Company exercises its option to prepay a portion of the installments payable under the Note said amount to be prepaid shall be deposited in the Bond Fund and shall be used to redeem Bonds at the prices set forth in Section 3.1 of the Indenture.

SECTION 7.4. AMOUNT OF PREPAYMENT UNDER SECTIONS 7.1, 7.2 AND 7.3. In the case of a prepayment of the Series 1981 Note pursuant to Section 7.1 or a prepayment of all installments payable under the Note pursuant to Section 7.2 or 7.3 hereof, the amount to be prepaid (which in the case of prepayment under Section 7.1 hereof shall fully discharge the obligation of the Company to make payments under the Series 1981 Note and in the case of prepayments under Section 7.2 hereof or under Section 7.3 hereof if all installments hereunder are to be prepaid, shall fully discharge the obligation of the Company to make payments hereunder and under the Note) will be a sum sufficient, together with other funds deposited with the Trustee and available for such purpose, to pay (1) the principal of all Bonds (or Series 1981 Bonds in the case of a redemption pursuant to Section 7.1 hereof) then outstanding, plus interest accrued and to accrue either to the date upon which the Bonds may be redeemed or to the respective stated maturities thereof, as the case may be, plus premium, if any, pursuant to the Indenture, (2) all reasonable and necessary fees and expenses of the Trustee and any Paying Agent accrued and to accrue through final payment of the Bonds and (3) all other liabilities of the Company accrued and to accrue under this Agreement.

SECTION 7.5. NOTICE OF PREPAYMENT. To exercise an option granted in or an obligation required by this Article VII, the Company shall give written notice to the Issuer and the Trustee which shall specify therein the date upon which prepayment of installments will be made, which date shall be not less than 45 days nor more than 90 days from the date the notice is mailed. Issuer, at the request of the Company, shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be the case, on the earliest practicable date thereafter on which such redemption may be made under applicable provisions of the Indenture.

SECTION 7.6. REDEMPTION OF BONDS WITH PREPAYMENT MONEYS. By virtue of the assignment of the rights of the Issuer under this Agreement to the Trustee as is provided in Section 4.4 hereof, the Company agrees to and shall pay any amount required to be paid by it under this Article VII directly to the Trustee. The Trustee shall use the moneys so paid to it by the Company to redeem the Bonds on the date set for prepayment of installments pursuant to Section 7.5 hereof.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. NOTICES. All notices, certificates or other communications shall be sufficiently given and shall be deemed given on the second day following the day on which the same have been mailed by certified mail, postage prepaid, addressed as follows: If to the Issuer, at City-County Building, Fort Wayne, Indiana 46802, Attention: Mayor; if to the Company, at East Hanover, New Jersey 07936, Attention: General Counsel; and if to the Trustee, at 110 West Berry Street, Fort Wayne, Indiana 46802, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 8.2. ASSIGNMENTS. Neither this Agreement nor the Note may be assigned by either party without consent of the other and the Trustee, except that the Issuer shall assign to the Trustee its rights under this Agreement and the Note as provided by Section 4.4 hereof and the Company may assign its rights under this Agreement (a) to any person which assumes all duties and obligations of the Company hereunder and which shall either be qualified to do business in Indiana or shall consent to the service of process in Indiana; provided that such assignment shall not relieve the Company from any liability hereunder, or (b) to any transferee or any surviving or resulting corporation as provided by Section 5.2 hereof.

SECTION 8.3. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 8.4. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of the Indiana Uniform Commercial Code, only the counterpart delivered, pledged, and assigned to the Trustee shall be deemed the original.

SECTION 8.5. AMOUNTS REMAINING IN BOND FUND. It is agreed by the parties hereto that after payment in full of (i) the Bonds (or the provision for payment thereof having been made in accordance with the provisions of the Indenture), (ii) the fees, charges and expenses of the Trustee and paying agents in accordance with the Indenture and (iii) all other amounts required to be paid under this Agreement and the Indenture, any amounts remaining in the Bond Fund shall belong to and be paid to the Company by the Trustee.

SECTION 8.6. AMENDMENTS, CHANGES AND MODIFICATIONS. Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of Bonds and prior to their payment in full (or provision for payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee.

SECTION 8.7. GOVERNING LAW. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Indiana.

SECTION 8.8. AUTHORIZED COMPANY REPRESENTATIVES. Whenever under the provisions of this Agreement the approval of the Company is required or the Company is required to take some action at the request of the Issuer, such approval or such request shall be given for the Company by the Authorized Company Representative, and the Issuer and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken.

SECTION 8.9. TERM OF THE AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect so long as any Bonds are outstanding or the Trustee shall hold any moneys under Article VIII of the Indenture, whichever is later. All representations and certifications by the Company as to all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Agreement.

SECTION 8.10. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns; subject, however, to the limitations contained in Section 8.2 hereof.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana and Nabisco, Inc. have caused this Agreement to be executed in their respective corporate names and their respective

corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

(SEAL)

Attest:

_____
City Clerk

NABISCO, INC.

By _____
_____ President

(SEAL)

Attest:

_____
___ Secretary

EXHIBIT A

DESCRIPTION AND ESTIMATED COST OF THE PROJECT

A 54,150 square foot office and distribution facility and related facilities

Land (approximately 3.0 Acres)	$ 59,000
Building Construction, Engineering Fees, etc.	1,150,000
Materials Handling Equipment	58,000
Legal, Printing and Miscellaneous Fees	14,250
Underwriters' Fee	18,750
TOTAL	$1,300,000

BOND PURCHASE AGREEMENT

Dated June __, 1981

Common Council of the
City of Fort Wayne, Indiana
City-County Building
Fort Wayne, Indiana 46802

Gentlemen: AND MRS SCHMIOT:

Thornton, Farish & Gauntt, Inc. (herein "TF&G") offers to enter into the following agreement with the City of Fort Wayne, Indiana (the "Issuer"), which upon acceptance of this offer, will be binding upon the Issuer and on TF&G. This offer is made subject to the acceptance hereof by the Issuer by execution of this Bond Purchase Agreement and its delivery to TF&G on the date hereof.

1. Upon the terms and conditions hereinafter set forth, TF&G hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to TF&G, $1,300,000 aggregate principal amount of its Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981, dated May 1, 1981, with interest payable at the rate of nine and thirty-five hundredths per cent (9.35%) per annum to and including April 30, 1984 and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum to maturity, with the first interest payment on November 1, 1981, and semiannually thereafter, with the bonds to mature May 1, 2001 (the "Bonds") at a purchase price of 99% of the principal amount thereof plus accrued interest from the date of the Bonds to the date of the Closing hereinafter referred to.

2. On June __, 1981 (or on such other business day as shall be mutually agreed upon by the parties hereto, but in no event later than June __, 1981) the Issuer will deliver the Bonds in coupon form in _____, or such other place as shall be mutually agreed upon by the parties hereto. In addition, the Issuer will deliver the other instruments and documents hereinafter described. Delivery of the Bonds shall be made against payment by TF&G of the purchase price in Federal Reserve Funds. The said transaction is herein called the "Closing".

3. The obligations of TF&G hereunder are subject to the following additional conditions:

(a) TF&G shall have the right to cancel this Bond Purchase Agreement by notifying the Issuer of its election to do so if, after the execution of this Bond Purchase Agreement and prior to the Closing (i) a decision by a court of the United States or the State of Indiana, or the United States Tax Court shall be rendered, or a ruling, or a regulation (final, temporary, or proposed), by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other governmental agency of the United States or the State of Indiana shall be issued and in the case of any such Federal regulation, published in the Federal Register, or legislation shall have been enacted by or favorably reported to either the House of Representatives or the Senate of the United States, with respect to the imposition of Federal taxation upon interest received on bonds of the type and character of the Bonds; or (ii) the United States shall have become engaged in hostilities which have resulted in a declaration of war; or (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (iv) a general banking moratorium shall have been declared by the United States, New York or Indiana authorities.

(b) At the Closing, the following documents satisfactory in form and substance to TF&G shall be delivered to TF&G: (i) an executed counterpart of the Indenture of Trust dated as of May 1, 1981 (the "Indenture") between the Issuer and Fort Wayne National Bank, Fort Wayne, Indiana, as the trustee (the "Trustee"); (ii) an executed counterpart of the Financing Agreement dated as of May 1, 1981 (the "Financing Agreement") between the Issuer and Nabisco, Inc. (the "Company"); (iii) an executed counterpart of the Promissory Note (the "Note") to be delivered by the Company pursuant to the Financing Agreement and as evidence of the borrowing made thereunder; (iv) an unqualified opinion of Messrs. Chapman and Cutler, Chicago, Illinois (the "Bond Counsel"), dated the day of closing, relating to the validity and tax-exempt status of the Bonds and other matters related thereto; (v) a duly executed indemnity letter from the Company to the Issuer and TF&G; and (vi) such additional certificates, instruments, or opinions as Bond Counsel and the

Trustee may deem necessary or desirable to evidence the due authorization, execution and delivery of the Bonds.

4. The Issuer agrees that it shall pay from the proceeds received from the sale of the Bonds:

   (a) The cost of preparation and reproduction of the Financing Agreement, the Note and the Indenture, and the printing costs of the Bonds and the Official Statement of the Issuer dated the date hereof relating to the issuance of the Bonds.

   (b) The expenses of the Company in the issuance of the Bonds.

   (c) The fees and disbursements of Bond Counsel.

   (d) All other issuance expense, if any, pertaining to the Bonds.

5. If the Bonds are not sold and delivered, such fees and expenses shall be paid by the Company.

This Bond Purchase Agreement shall become effective upon execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

THORNTON, FARISH & GAUNTT, INC.

By_____

Accepted as of the date hereof:

CITY OF FORT WAYNE, INDIANA

By_____
Mayor

NEW ISSUE
OFFICIAL STATEMENT

MOODY'S Aa

$1,300,000

CITY OF FORT WAYNE, INDIANA

Economic Development Revenue Bonds

(Nabisco, Inc. Project) Series 1981

The Series 1981 Bonds are limited obligations of the City of Fort Wayne, Indiana, payable, except to the extent paid out of moneys attributable to Bond proceeds and the income from the temporary investment thereof, solely from and secured by a pledge of revenue derived by the City of Fort Wayne, Indiana from the unconditional payments required to be made on a Promissory Note delivered pursuant to a Financing Agreement by

NABISCO, INC.

Principal and semiannual interest (November 1, 1981 and each May 1 and November 1 thereafter) are payable at the principal corporate trust office of Fort Wayne National Bank, Fort Wayne, Indiana, Trustee. The Series 1981 Bonds are issuable as coupon Bonds in the denomination of $5,000 each, registrable as to principal only or as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof. The Series 1981 Bonds are subject to redemption prior to maturity as described herein.

Dated: May 1, 1981 Due: May 1, 2001

INTEREST RATE: 9.35% to and including April 30, 1984
8.25% thereafter to maturity

PRICE OF ALL BONDS: 100%
(Accrued interest from the date of the Bonds to be added.)

In the opinion of Bond Counsel, under existing laws, including current rulings and official interpretations of law by the United States Internal Revenue Service, interest on the Series 1981 Bonds will be excludable from the gross income of the recipients thereof for federal income tax purposes except for the interest on any Series 1981 Bond held by a "substantial user" of the Project or a "related person" as defined in Section 103 of the Internal Revenue Code of 1954, as amended.

The Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Messrs. Chapman and Cutler, Chicago, Illinois, Bond Counsel, and certain other conditions. It is expected that the Bonds in definitive form will be available for delivery in _____ _____ on or about June __, 1981.

THORNTON, FARISH & GAUNTT, INC.

The date of this Official Statement is June __, 1981.

The information contained in this Official Statement has been obtained from the City of Fort Wayne, Indiana, Nabisco, Inc. and other sources which are deemed reliable. No representation or warranty is made, however, as to accuracy or completeness of such information, and nothing contained in this Official Statement is, or shall be relied upon as, a promise or representation by the Underwriters. This Official Statement is submitted in connection with the sale of securities as referred to herein, and may not be reproduced or used, in whole or in part, for any other purposes. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date.

No dealer, salesman or any other person has been authorized by the City of Fort Wayne, Indiana, Nabisco, Inc. or the Underwriters to give any information or to make any representation other than as contained in the Official Statement in connection with the offering described herein and if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer of any securities other than those described on the cover page or a solicitation of an offer to buy in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

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APPENDIX

Attached as exhibits to this Official Statement are the following:

Annual Report to the Securities and Exchange Commission (Form 10-K) for the Fiscal Year Ending December 31, 1980, including the 1980 Annual Report to the Shareholders.

Forms 10-Q for the Period Ending March 31, 1981.

$1,300,000

City of Fort Wayne, Indiana

Economic Development Revenue Bonds

(Nabisco, Inc. Project) Series 1981

INTRODUCTION

This Official Statement of the City of Fort Wayne, Indiana (the "Issuer"), including the cover page and Appendix, is provided to furnish information in connection with the sale by the Issuer of its Economic Development Revenue Bonds (Nabisco, Inc. Project) Series 1981 in the aggregate principal amount of $1,300,000 (the "Series 1981 Bonds") to be dated, to mature and to be subject to redemption prior to maturity as described herein under the caption "THE BONDS". The Series 1981 Bonds are to be issued pursuant to an Indenture of Trust to be dated as of May 1, 1981 (the "Indenture"), between the Issuer and Fort Wayne National Bank, Ft. Wayne, Indiana, as Trustee (the "Trustee"). The Series 1981 Bonds, and any additional bonds which may be issued under the Indenture (see "THE BONDS -Additional Bonds"), are hereinafter referred to collectively as the "Bonds". Pursuant to a Financing Agreement to be dated as of May 1, 1981 (the "Financing Agreement"), between the Issuer and Nabisco, Inc. (the "Company"), the Issuer will agree to issue the Series 1981 Bonds to provide funds to loan to the Company to finance the acquisition, construction and installation of a new office and distribution facility and related facilities (the "Project") to be located in the City of Fort Wayne, Indiana.

The Financing Agreement will absolutely and unconditionally obligate the Company to pay to the Trustee amounts sufficient to pay, in full, the principal of, premium, if any, and interest on the Series 1981 Bonds, as and when the same shall become due and payable. Pursuant to the Financing Agreement the Company will issue its promissory note (the "Note") in order to evidence such obligation. The Financing Agreement will further require the Company to pay additional amounts sufficient to pay the expenses of the Issuer and the fees and expenses of the Trustee. The Company's payment obligations under the Financing Agreement and the Note are unsecured; neither the Issuer nor the Bondholder has any lien on the Project.

The Series 1981 Bonds will be limited obligations of the Issuer payable, except to the extent paid out of moneys attributable to Series 1981 Bond proceeds and the income from the temporary investment thereof, solely from and secured by the revenues and receipts of the Issuer derived pursuant to the

Financing Agreement, which include payments to be made on the Note. The Issuer will pledge and assign to the Trustee all its rights and interest in and to the Note and the Financing Agreement and all moneys, revenues and receipts to be received thereunder, except for expenses and indemnification of the Issuer.

Brief descriptions of the Issuer, the Project, the Bonds, the Note, the Financing Agreement and the Indenture follow. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Financing Agreement and the Indenture are qualified in their entirety by reference to such documents, and references herein to the Series 1981 Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture and the information with respect thereto included in such documents, all of which are available for inspection at the office of the Trustee. During the period of the offering, forms of the Financing Agreement, the Note and the Indenture may be obtained from Thornton, Farish & Gauntt, Inc. (the "Underwriters"). Information with respect to the Company, including certain financial statements, is set forth in the Appendix hereto. All information contained in this Official Statement under the heading "THE PROJECT", and in the Appendix to this Official Statement has been furnished by the Company and the Company has agreed to indemnify the Underwriters against any legal liabilities with respect to information in the Official Statement, including the Appendix, relating to the Company.

THE ISSUER

The Issuer is a duly organized and existing municipal corporation and political subdivision of the State of Indiana. Under the provisions of Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, Indiana Code, as supplemented and amended (the "Act"), the Issuer has the power to issue revenue bonds and loan the proceeds therefrom for the purpose of financing the Project. The governing body of the Issuer is the Common Council.

As stated above, the Bonds are limited obligations of the Issuer as stated on the cover page hereof; neither the Bonds nor any other obligations incurred by the Issuer under the Indenture or the Financing Agreement constitutes or gives rise to any liability of the Issuer, the State of Indiana or any political subdivision thereof.

THE PROJECT

The Project consists of the acquisition of approximately 3 acres of land in Ft. Wayne, Indiana and the construction of a 54,150 square foot office and distribution facility at which the Company will be principally engaged in receiving and disseminating cookie and cracker products.

The costs relating to the Project, including costs to be reimbursed to the Company, which are to be met from the proceeds of the sale of the Series 1981 Bonds, are estimated by the Company to be as follows:

Cost of the Project	$1,267,000
Legal, Printing and Miscellaneous Fees	14,250
Underwriters' Fee	18,750
Amount of Series 1981 Bond Issue	$1,300,000

THE UNDERWRITERS

The Series 1981 Bonds are being purchased by the Underwriters pursuant to a Bond Purchase Agreement with the Issuer at a purchase price of 99%. The obligation of the Underwriters to pay for the Series 1981 Bonds is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including the delivery of the Series 1981 Bonds, the delivery of the approving opinion of Bond Counsel, as hereinafter described, and to certain other conditions. The Company has agreed to indemnify the Underwriters against certain civil liabilities.

THE BONDS

The total principal amount of Series 1981 Bonds authorized to be issued is $1,300,000. The coupon Series 1981 Bonds will be dated May 1, 1981 and will bear interest payable semi-annually on November 1 and May 1 of each year, commencing November 1, 1981. Fully registered Series 1981 Bonds initially issued to the original purchaser thereof prior to November 1, 1981 shall be dated the date such Bonds are authenticated and initially delivered to such original purchaser. Fully registered Series 1981 Bonds issued prior to November 1, 1981 in exchange for Series 1981 Bonds surrendered for transfer or exchange (as described below) shall be dated as of the date of the Series 1981 Bonds surrendered. Fully registered Series 1981 Bonds issued subsequent to November 1, 1981 will be dated as of May 1 or November 1 next preceding their date of issue, or if issued on a May 1 or November 1, as of such date. All fully registered Series 1981 Bonds will bear interest payable semiannually on each November 1 and May 1 following their issuance. The Series 1981 Bonds will mature on May 1, 2001 and will bear interest at the rate of nine and thirty-five hundredths per cent (9.35%) per annum to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum until maturity. Overdue payments of principal, premium, if any, and interest on the Series 1981 Bonds shall bear interest to the extent permitted by law at a rate per annum 1% above the rate of interest at the time borne by such Series 1981 Bonds until paid.

The Series 1981 Bonds will be issuable as coupon Bonds in the denominations of $5,000 each, registrable as to principal only, and as fully registered Bonds without coupons in the

denomination of $5,000 or any integral multiple thereof. Coupon Bonds may be exchanged for fully registered Bonds without coupons of the same maturity of authorized denominations. Fully registered Bonds may similarly be exchanged for coupon Bonds. The Trustee will not be required to exchange or transfer any fully registered Bond, or coupon Bond registered as to principal only, fifteen days or less before any interest payment date, and will not be required to exchange or transfer any Bond fifteen days or less before the first publication or the mailing of notice calling such Bond for redemption (as described under the caption "THE BONDS -- Redemption of Bonds Before Maturity -- Notice of Redemption"), or after such first publication or mailing of notice of redemption has been given.

No charge will be made for transfer or exchange, provided that any tax or other governmental charge applicable in connection therewith must be paid as a condition to the exercise of such privilege. In the event any Bond is mutilated, lost, stolen, or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond in accordance with the provisions therefor in the Indenture. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Redemption of Series 1981 Bonds Before Maturity

The Series 1981 Bonds are non-callable for redemption prior to May 1, 1991, except in the circumstances described below under "Extraordinary Optional Redemption" or "Special Mandatory Redemption".

Optional Redemption

The Series 1981 Bonds are subject to redemption by the Issuer on or after May 1, 1991 in whole at any time or in part on any interest payment date (less than all of such Bonds to be selected by lot in such manner as may be designated by the Trustee) at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date:

Redemption Dates	Redemption Price
May 1, 1991 to November 1, 1992	103%
May 1, 1993 to November 1, 1994	102
May 1, 1995 to November 1, 1996	101
May 1, 1997 and thereafter	100

Extraordinary Optional Redemption

The Series 1981 Bonds are subject to redemption prior to maturity upon the occurrence of any of the following events:

(a) The Project shall have been damaged or destroyed (in whole or in part) by fire or other casualty (i) to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, within a period of six consecutive months following such damage or destruction it is not practicable or desirable to rebuild, repair or restore the Project, or (ii) to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, the Company is or will be thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority (including such a taking or takings as results or is likely to result, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, in the Company being thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months or results or is likely to result in rendering the Project, in the opinion of the Company, unsuitable for use by the Company).

(c) As a result of any changes in the Constitution of Indiana or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, the Financing Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Financing Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Company, including without limitation federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Financing Agreement.

(d) Changes in the economic availability of raw materials, operating supplies or facilities necessary for the operation of the Project shall have occurred or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic.

(e) Any court or administrative body shall enter a judgment, order or decree requiring the Company to cease all or any substantial part of its operations at the Project, to such extent that, in the opinion of the Company expressed in a certificate filed with the Issuer and the Trustee, the Company is or will be thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months.

In such events, the Series 1981 Bonds are callable at any time in whole, but not in part, at 100% of the principal amount redeemed plus accrued interest to the redemption date.

Special Mandatory Redemption

The Series 1981 Bonds are also redeemable at any time prior to maturity in whole, but not in part, upon the occurrance of a Determination of Taxability. A Determination of Taxability is defined in the Financing Agreement to mean (1) the delivery to the Trustee of a written statement signed by the President or a Vice President of the Company to the effect that the Company has, with respect to the Series 1981 Bonds, exceeded the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended (the "Code") or (2) the receipt by the Company of written notice of (a) the issuance of a published or private ruling of the Internal Revenue Service or a Technical Advice Memorandum issued by the National Office of the Internal Revenue Service or (b) a final determination (from which no further right of appeal exists) by a court of competent jurisdiction in the United States of America, in either case which holds in effect that the interest payable on any of the Series 1981 Bonds is includable in the gross income for federal income tax purposes of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", as such terms are defined in the Code); provided that a determination under clause (1) or (2) results from the failure by the Company to observe or perform any covenant or agreement required to be observed or performed by it under the Financing Agreement or as a result of the inaccuracy of any representation by the Company therein; and further provided that no determination under clause (2) shall be deemed a "Determination of Taxability" unless the Company has been given written notice of such proceedings or actions and an opportunity to participate, and if the Company is contesting the same in good faith, until the earliest of (i) abandonment of such contest by the Company, (ii) receipt of a final order of a court from which no further appeal may be taken or (iii) two years after issuance of the initial determination, whichever shall occur first. The Determination of Taxability shall be deemed to have occurred for all purposes of the Financing Agreement and the Indenture on the date borne by such written statement or published or private ruling or the date of such final determination, as the case may be.

Upon the occurrance of such event, the Company is required, at the earliest possible date but in no event more than 180 days from the date of the Determination of Taxability, to prepay installments payable under the Note and the Series 1981 Bonds shall be redeemed at a redemption price of 100% of the principal amount of the Series 1981 Bonds plus accrued interest to the redemption date plus a premium equal to six months' interest borne by such Series 1981 Bonds, plus an additional premium calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months

from the date of the Event of Taxability (as defined below) and the date of redemption (for purposes of computing this additional premium, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). If upon the date of redemption there shall be on deposit in the Bond Fund created by the Indenture such amount, it shall constitute total compensation due such outstanding Series 1981 Bonds and the holders of such Bonds as a result of the occurrence of the Event of Taxability and in satisfaction of the Company's obligations with respect thereto under the Financing Agreement.

The Financing Agreement also provides that the Company shall deposit with the Trustee an amount equal to six months' interest borne by each Series 1981 Bond not outstanding on the date of such redemption, but which was outstanding at the time of the Event of Taxability, plus an additional amount calculated by multiplying one year's interest times the number of years or portion thereof, if any, elapsed between the period of six months from the date of the Event of Taxability and the date that such Bond was paid or redeemed (for purposes of computing this additional amount, any uncompleted portion of a year shall be treated as a fraction of a year on a daily basis, based on a 360 day year comprised of twelve thirty-day months). Such amount shall constitute total compensation due such Bonds and the holders thereof as a result of the occurrance of an Event of Taxability and in satisfaction of the Company's obligations with respect thereto under the Financing Agreement. The Indenture provides that such moneys shall be held for a period of five years after the date so deposited and thereafter shall be paid to the Company and thereafter no claimant shall have any rights to or in respect of such moneys.

"Event of Taxability" means the occurrence of the circumstances described in Section 103(b)(6)(D) of the Code which circumstances the Determination of Taxability shall have found to have occurred, with the result that the interest payable on the Series 1981 Bonds becomes includable in the gross income for federal income tax purposes of the holders of such Bonds (other than a holder who is a substantial user or related person as such are defined in the Code).

Notice of Redemption

In the event of any redemption, the Trustee is required to publish twice, the first publication to be not less than 30 days prior to the date fixed for redemption, notice of the call for redemption, identifying the Bonds to be redeemed, in a newspaper or financial journal of general circulation in the City of New York, New York. If any coupon Bonds registered as to principal (other than to bearer) or if any fully registered Bonds or portions thereof shall be called, a similar notice shall be mailed at least 30 days prior to the date fixed for redemption to the registered owners of such Bonds at the addresses shown on the registration

books of the Trustee. Failure to mail such notice or any defect therein shall not, however, affect the validity of the proceedings for the redemption of any Bonds. If all the Bonds to be redeemed are registered as to principal (other than to bearer) or fully registered, no publication will be required and such notice shall be by mailing only; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture pursuant to which such Bonds were issued.

Security for the Bonds

The Bonds are limited obligations of the Issuer payable (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof) solely from revenues and receipts derived from the Financing Agreement. The Issuer will pledge and assign to the Trustee all its rights and interest in the Note and the Financing Agreement, including the right to receive payments thereunder, except for expenses and indemnification of the Issuer.

The Bonds and the interest thereon will not be general obligations of the Issuer and will not constitute an indebtedness of or a charge against the general credit or taxing power of the Issuer.

The Project is the property of the Company and is not security for the Bonds.

Additional Bonds

Additional parity bonds (the "Additional Bonds") may be issued pursuant to the terms of the Indenture to complete the Project, to finance additional facilities or to refund any Bonds issued under the Indenture and such Additional Bonds, if issued, will rank pari passu with the Series 1981 Bonds. The Indenture provides that prior to issuing any Additional Bonds, in addition to other requirements, there must be filed with the Trustee (a) a written statement by the Company agreeing that amounts payable under the Financing Agreement shall be computed so as to include such Additional Bonds to the same extent as is therein provided with respect to the Series 1981 Bonds, (b) an executed additional promissory note of the Company evidencing such increase in repayment installments under the Financing Agreement, (c) a supplemental indenture and supplemental agreement and (d) an opinion of nationally recognized municipal bond counsel or a ruling of the Internal Revenue Service to the effect that the issuance and sale of such Additional Bonds will not result in the interest on the Series 1981

Bonds and any Additional Bonds theretofore issued becoming includable in the gross income of the holders thereof for federal income tax purposes.

Non-Presentment of Bonds and Coupons

If the Trustee shall cancel or discharge the Indenture in accordance with the provisions of the Indenture described herein under the heading "THE INDENTURE -- Discharge of the Indenture", funds then held by the Trustee with respect to matured Bonds or matured coupons appertaining to the coupon Bonds shall be paid by the Trustee to the Company and thereafter the holder of such Bond or coupon shall look solely to the Company for payment and shall have a claim against the Company, without liability for interest thereon, for the amount so paid by the Trustee to the Company in respect of such Bond or coupon.

THE NOTE

Pursuant to the Financing Agreement, the Company will deliver the Note to the Issuer and the Issuer will pledge the Note to the Trustee. The payment provisions of the Note correspond to the payment provisions described under the caption "THE FINANCING AGREEMENT -- Payments Required under the Financing Agreement."

THE FINANCING AGREEMENT

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Financing Agreement, to which document in its entirety reference is made for the detailed provisions thereof.

Issuance of the Series 1981 Bonds and Construction of the Project

The Issuer is issuing the Series 1981 Bonds to provide funds to finance costs incurred and to be incurred by the Company in connection with acquiring, constructing or installing the Project. The Company will acquire, construct and install the Project substantially in accordance with the Company's plans and specifications.

From the proceeds of the sale of the Series 1981 Bonds, a sum equal to the accrued interest, if any, on the Series 1981 Bonds from the date of such Bonds to the date of delivery thereof will be deposited in the Bond Fund created by the Indenture and the balance of the proceeds to be received from the sale of the Series 1981 Bonds, including any funded interest on the Series 1981 Bonds as may be specified by the Issuer at the direction of the Company, will be deposited in the Construction Fund created by the Indenture. Both such Funds will be held by the Trustee.

The Trustee will make payments from the Construction Fund to pay or reimburse the Company for the cost of the Project, including the cost of issuing the Series 1981 Bonds, upon receipt from the Company of the written orders specified in the Financing Agreement. In the event the moneys in the Construction Fund are not sufficient to pay the full cost of the Project, the Company will complete the Project at its own expense. In such event, the Company will not be entitled to any reimbursement or diminution of the amounts payable under the Financing Agreement or the Note.

Payments Required under the Financing Agreement

The Company agrees to pay to the Trustee for the account of the Issuer on or before November 1, 1981 and on or before each May 1 and November 1 thereafter until the Series 1981 Bonds are paid or such payment has been provided for (see "THE INDENTURE -- Discharge of the Indenture") a sum which, together with moneys then on deposit in the Bond Fund and available therefor, will be equal to the amount payable on November 1 or May 1 as principal of (whether at maturity, upon redemption or by acceleration), premium, if any, and interest on the Series 1981 Bonds. Each such payment shall be made in federal or other immediately available funds current in Fort Wayne, Indiana. The Company will execute the Note to evidence this obligation. If on any Series 1981 Bond payment date the balance in the Bond Fund is insufficient to make the required payments of principal of, premium, if any, and interest on the Series 1981 Bonds, the Company agrees forthwith to pay such deficiency. In addition, the Company also agrees to pay the expenses of the Issuer and the fees and expenses of the Trustee and any paying agents in connection with the Bonds

Unconditional Obligations

The obligations of the Company to make the payments on the Note as required by the Financing Agreement and to perform its other agreements thereunder are absolute and unconditional, irrespective of any defense, rights of setoff, recoupment or counterclaim until such time as the principal of, premium, if any, and interest on all outstanding Bonds have been fully paid or payment provided for in accordance with the Indenture.

Obligation and Options to Prepay in Certain Events

The Company shall have the obligation and the option to prepay the Note in order to effect the redemption of the Series 1981 Bonds as described under the caption "THE BONDS -- Redemption of Series 1981 Bonds Before Maturity" or to discharge the Indenture as described under the caption "THE INDENTURE -- Discharge of the Indenture."

Maintenance of Corporate Existence

The Company will maintain its corporate existence during the term of the Financing Agreement, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation (i) is a domestic corporation and is qualified to do business in the State of Indiana, (ii) assumes in writing all of the obligations of the Company under the Note and the Financing Agreement, and (iii) has a consolidated net worth (after giving effect to such merger, consolidation or transfer of assets) at least equal to 90% of that of the Company immediately prior to such merger, consolidation or transfer of assets. The term "net worth," as used herein means the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Events of Default

The following are events of default under the Financing Agreement:

(1) failure by the Company to make when due the payments to the Trustee relating to the Series 1981 Bonds required under Section 4.2(a) of the Financing Agreement;

(2) failure by the Company to observe and perform any covenant, condition or agreement in the Financing Agreement, other than as referred to in (1) above, for a period of 30 days after written notice by the Issuer or the Trustee specifying such failure and requesting that it be remedied, unless they shall agree in writing to an extension of such time prior to its expiration; in the case of any such default which cannot be cured within such 30 day period, if the Company shall within such time period institute corrective action and proceed with due diligence to cure the same, then the Issuer and the Trustee may not unreasonably withhold such consent to an extension; or

(3) certain events of dissolution, liquidation, bankruptcy, or reorganization by the Company.

Upon the happening of an event of default, the Trustee, as provided in the Indenture, may (i) accelerate the Note and declare to be immediately due and payable an amount equal to the then outstanding principal amount of the Bonds plus the interest accrued on the Bonds to such date of declaration of acceleration; and (ii) take whatever action at law or in equity may appear necessary or desirable to collect

the payments then due or to become due, or to enforce performance of any obligation, agreement or covenant of the Company under the Financing Agreement.

THE INDENTURE

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Indenture, to which document in its entirety reference is made for the detailed provisions thereof.

Assignment and Pledge

Pursuant to the Indenture, the Issuer pledges the Note and assigns to the Trustee all of its right, title and interest in and to the Financing Agreement and the Note, and all moneys payable thereunder (except for expenses and indemnification of the Issuer), and the proceeds therefrom for the payment of the principal of, premium, if any, and interest on the Bonds.

Construction Fund

The Indenture provides for the establishment of a Construction Fund and a Bond Fund to be held by the Trustee. Concurrently with the delivery of the Series 1981 Bonds, the proceeds to the Issuer from the sale of such Bonds, less interest accrued on such Bonds to the date of delivery, which shall be deposited in the Bond Fund, shall be paid to the Trustee for deposit in the Construction Fund. The Trustee is authorized and directed to pay or reimburse the Company for the cost of acquisition, construction or installation of the Project, including expenses incurred in connection with the issuance of the Bonds and (to the extent not paid from the Bond Fund) interest on the Bonds until the Project is completed. Upon receipt of a certificate of completion of an Authorized Company Representative (as defined in the Financing Agreement), any amount remaining in the Construction Fund and not required for payment of any remaining portion of the cost of construction, shall be used (subject to certain limitations provided in the Indenture) for the purchase of Bonds or transferred into the Bond Fund, or both.

Bond Fund

All payments to be received by the Issuer from the Company under the Financing Agreement, except for expenses and indemnification of the Issuer, are assigned to the Trustee by the Issuer and will be paid directly to the Trustee for deposit in the Bond Fund. The Bond Fund shall be used for the payment of and the redemption of the Bonds at or prior to maturity. By virtue of the assignment of the rights of the

Issuer under the Financing Agreement to the Trustee, moneys prepaid by the Company and deposited in the Bond Fund shall be used to redeem the Bonds on permissible redemption dates selected by the Company or used to discharge the Indenture.

Investment of Funds

Any moneys held as a part of the Construction Fund or Bond Fund shall be invested or reinvested by the Trustee at the direction of the Company, to the extent permitted by law, in certain investments as provided in the Indenture. The investments shall be part of such Fund and any net profits or net losses shall be credited or charged to such Fund. The Trustee may make any and all such investments through its own bond department.

Defaults and Remedies

The following are events of default under the Indenture:

(1) default in the due and punctual payment of interest on any Bond;

(2) default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(3) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in the Indenture or in the Bonds, and the continuance thereof for a period of 30 days after written notice given to the Issuer and the Company by the Trustee or by the holders of not less than a majority in aggregate principal amount of Bonds then outstanding; provided, however, in the case of any such default which cannot be corrected within such 30 day period it shall not constitute an event of default if corrective action is instituted within such 30 day period and diligently pursued until the default is corrected; or

(4) the occurrence of an "event of default" under the Financing Agreement.

Upon the occurrence of an event of default the Trustee may, and upon written request of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon to the date of such declaration to be due and payable immediately, and upon such declaration the said principal, interest and any premium

the Issuer shall have become obligated to pay prior to such date, if any, shall become immediately due and payable.

Upon the occurrence of any event of default under the Indenture, the Trustee (i) may pursue any available remedy by suit at law or in equity to enforce the payment of the Bonds, and (ii) upon the written request of the holders of at least a majority in aggregate principal amount of the Bonds then outstanding and upon receipt of indemnity to its satisfaction shall pursue such one or more available remedies by suit at law or in equity as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

The holders of a majority in aggregate principal amount of Bonds have the right to direct, in accordance with the provisions of law and the Indenture, the method and place of conducting all proceedings to be taken to enforce the provisions of the Indenture.

No holder of any Bond or coupon shall have the right to institute any proceeding for the enforcement of the Indenture or any remedy thereunder unless a default shall have occurred of which the Trustee has been given notice or is deemed to have notice as provided in the Indenture and also unless such default shall have become an event of default and the holders of at least a majority in aggregate principal amount of outstanding Bonds shall have offered the indemnity required by the Indenture and shall have requested the Trustee to proceed and the Trustee shall have thereafter failed or refused to do so. Nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds to the respective holders thereof at the time, place, from the source and in the manner in the Bonds and coupons expressed.

Waivers of Events of Default

The Trustee shall waive any event of default under the Indenture and its consequences and rescind any declaration of maturity of principal upon the written request of the holders of (1) a majority in principal amount of all the Bonds then outstanding in respect of which default in the payment of principal or interest, or both, exists, or (2) a majority in principal amount of all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Bonds unless

prior to such waiver or rescission, all arrears of interest, with interest, to the extent permitted by law, as in the Bonds provided on overdue interest, or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Supplemental Indentures

The Issuer and the Trustee may, from time to time, without the consent of or notice to any of the Bondholders, enter into indentures supplemental to the Indenture for any of the following purposes: (a) to cure any ambiguity or formal defect or omission; (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee; (c) to evidence the appointment of a separate trustee, or a co-trustee or the succession of a new trustee or paying agent; (d) to make any other change which in the judgment of the Trustee is not prejudicial to the holders of the Bonds; and (e) to issue Additional Bonds.

In all other cases, the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right to consent to and approve the execution by the Issuer and the Trustee of such other supplemental indentures as shall be deemed necessary and desirable by the Issuer; provided that no such modification or alteration shall permit: (a) an extension of the maturity (or mandatory sinking fund or other mandatory redemption) date of the principal of or the interest on any Bond; (b) a reduction in the principal amount of any Bond or redemption premium or the rate of interest thereon; (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture; (e) the creation of any lien on the moneys due under the Financing Agreement prior to or on a parity with the lien of the Indenture except as expressly permitted by the Indenture; or (f) an amendment which deprives the holders of any Bond then outstanding of the lien created by the pledge of revenues under the Indenture.

Amendment of the Financing Agreement

The Issuer and the Trustee shall, without the consent of or notice to the holders of the Bonds, consent to any amendment, change or modification of the Financing Agreement, as may be required (i) by the provisions of the Financing Agreement or

the Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) to describe more fully or to amplify or correct the description of, or substitute for, any property subject to the Financing Agreement or intended so to be, (iv) in connection with the issuance of Additional Bonds, or (v) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the holders of the Bonds.

Without the written consent of the holders of not less than a majority in aggregate principal amount of the outstanding Bonds, the Financing Agreement may not be otherwise amended, changed, or modified; provided that no such modification or alteration shall permit (a) an extension of time for payment of repayment installments due on the Note, (b) a reduction in the total amount due on the Note or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental agreement.

Discharge of the Indenture

If the principal, interest and premium, if any, due on the Bonds then outstanding shall have been paid, or provision for payment made for the holders and owners of the Bonds and coupons appertaining thereto, and the covenants contained in the Bonds and the Indenture shall have been performed, then the lien of the Indenture shall be discharged. All outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid and shall cease to be entitled to any lien, benefit or security under the Indenture if the following conditions are met: (i) there shall have been irrevocably deposited with the Trustee either moneys or Governmental Obligations the principal of and the interest on which, when due, will provide moneys which, together with any moneys also deposited, shall be sufficient to pay when due the principal, premium, if any, and interest due or to become due on such Bonds, (ii) all expenses, compensation and fees of the Trustee and any paying agent and all other liabilities of the Company under the Financing Agreement shall have been paid or provided for to the satisfaction of the Trustee, and (iii) notice of such redemption shall have been given or deposited with the Trustee with irrevocable instructions to give such notice at the applicable time, all as more fully set forth in the Indenture. Governmental Obligations shall mean general obligations of the United States of America or obligations unconditionally guaranteed by the United States of America.

RATING

The Series 1981 Bonds have been awarded a rating of Aa by Moody's Investors Service, Inc. The rating reflects only the view of the rating agency, and an explanation of the significance of such rating may be obtained from the rating agency. There is no assurance that the rating will continue in effect for any period of time or that it will not be revised or withdrawn. Any revision

or withdrawal of the rating by the rating agency could have an adverse affect on the market price of the Series 1981 Bonds.

TAX EXEMPTION AND LEGAL OPINION

Generally, interest on obligations of a state or political subdivision of a state is exempt from federal income taxes. Section 103(b) of the Code provides, however, that interest on such obligation which is an "industrial development bond" shall not be exempt. Section 103(b)(6) of the Code exempts from its provisions certain "exempt small issues" of industrial development bonds if the aggregate face amount of such issue, plus certain prior issues, if any, is $10,000,000 or less. In determining such face amount consideration is taken, among other factors, of the aggregate amount of certain capital expenditures paid or incurred with respect to facilities which are used by the principal user of the facility being financed with the proceeds of such industrial development bonds, or any "related person" thereto (as that term is defined in Section 103(b)(6) of the Code) and which are located in, or contiguous to, the same municipality or in the same county (outside any municipality therein) during the six-year period beginning three years before the date of such issue and ending three years after such date.

The Series 1981 Bonds will be sold on the basis that interest thereon is excludable from federal gross income under Section 103 of the present Code. The existence and continuation of such tax exemption is subject to two qualifications contained in Section 103. Under Section 103(b), interest on the Series 1981 Bonds will become subject to federal income taxes in the event that the aggregate amount of Bonds issued and capital expenditures paid or incurred, other than from Bond proceeds, with respect to facilities described in Section 103(b)(6)(E) of the Code during the period beginning three years before the date of the issuance of the Series 1981 Bonds and ending three years after such date shall exceed $10,000,000. Under Section 103(b)(9) of the Code, interest on any Bond held by a "substantial user" of the Project or a "related person" as defined in Section 103(b)(6)(C) of the Code is not exempt. Section 103(c) of the Code provides that interest on an obligation of a state or a political subdivision of a state which is an "arbitrage bond" shall not be exempt.

In the opinion of Messrs. Chapman and Cutler, Chicago, Illinois, Bond Counsel, under existing laws, including current rulings and official interpretations of law by the United States Internal Revenue Service, interest on the Series 1981 Bonds will be excludable from the gross income of the recipients thereof for federal income tax purposes except for the interest on any Series 1981 Bond held by a "substantial user" of the Project or a "related person" as defined in Section 103 of the Code. In arriving at such opinion, Messrs. Chapman and Cutler will rely upon a certificate of an officer of the Company with respect to certain material facts relating to (a) the absence of any other

"exempt small issues" of industrial revenue bonds issued and outstanding with respect to facilities used in the corporate limits of the City of Fort Wayne, Indiana, or certain contiguous political subdivisions, by the Company or a related person and (b) any capital expenditures made or incurred in said area which are required to be included in determining whether the Series 1981 Bonds qualify under the "exempt small issue" exemption under Section 103 of the Code. If the $10,000,000 limit is exceeded the Indenture provides that the Series 1981 Bonds must be redeemed as described in "THE BONDS -- Redemption of Series 1981 Bonds Before Maturity -- Special Mandatory Redemption."

APPROVAL OF LEGAL PROCEEDINGS

Legal matters pertaining to the Issuer and its authorization and issuance of the Series 1981 Bonds are subject to the approving opinion with respect to such Bonds of Messrs. Chapman and Cutler, Chicago, Illinois, Bond Counsel. Copies of such opinion will be available at the time of delivery of the Series 1981 Bonds. The statements contained in this Official Statement under the headings "THE BONDS", "THE NOTE", "THE FINANCING AGREEMENT" and "THE INDENTURE" have been reviewed by Messrs. Chapman and Cutler, Bond Counsel. Bond Counsel was not retained to review or otherwise pass upon the information contained in this Official Statement and attached Appendix with respect to the Company or the Project.

Certain legal matters will be passed upon for the Company by William R. Wright, Esq., Attorney for the Company.

This Official Statement has been approved by the Issuer.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

APPENDIX

NABISCO, INC.

The information presented hereafter as an Appendix consists of the Annual Report to the Securities and Exchange Commission for the year ended December 31, 1980 (Form 10-K), including the 1980 Annual Report to the Shareholders, and Quarterly Reports to the Securities and Exchange Commission (Form 10-Q) for the period ending March 31, 1981. This information has been obtained from Nabisco, Inc. and no warranty or representation with regard thereto is made with respect thereto by the Issuer, Bond Counsel, or the Underwriter.

Nabisco, Inc. is subject to the informational requirements of the Securities Exchange Act of 1934 and in accordance therewith files reports and other information with the Securities and Exchange Commission. Information concerning its directors and officers, their remuneration and options granted to them, its principal holders of securities and any material interest of such persons in transactions with it, as of particular dates, is set forth in proxy statements distributed to its shareholders and filed with the Commission. Such reports, proxy statements and other information can be inspected at Room 1601 of the Office of the Commission, 1100 L Street, N.W., Washington, D.C., and copies of such material can be obtained from the Commission at prescribed rates.

NABISCO, INC.

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Nabisco, Inc. ("Company"), a corporation organized and existing under the laws of the State of New Jersey and authorized to do business in the State of Indiana, hereby promises to pay to the order of the City of Fort Wayne, Indiana ("Issuer") in federal or other immediately available funds current in Fort Wayne, Indiana during normal banking hours the principal sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) on May 1, 2001; and to pay interest on the unpaid principal balance hereof from the date of this Note at the rate of nine and thirty-five hundredths per cent (9.35%) per annum, semiannually on each November 1 and May 1, commencing November 1, 1981 and thereafter to and including April 30, 1984, and thereafter at the rate of eight and twenty-five hundredths per cent (8.25%) per annum semiannually on November 1 and May 1 of each year commencing November 1, 1984, until said sum becomes due and payable; and to pay on demand interest on any overdue principal and premium, if any, and (to the extent that such interest shall be legally enforceable) on any overdue interest at a rate per annum 1% above the rate of interest at the time borne by this Promissory Note until paid.

This Promissory Note is issued pursuant to the Financing Agreement dated as of May 1, 1981 ("Financing Agreement") between the Issuer and the Company and is issued in consideration of the loan made thereunder and to evidence the obligations of the Company set forth in Section 4.2(a) thereof. This Promissory Note is to be pledged to Fort Wayne National Bank, as Trustee (the "Trustee") in the Indenture of Trust dated as of May 1, 1981 from the Issuer (the "Indenture"), and payments hereunder are to be made directly to the Trustee for the account of the Issuer pursuant to such pledge. Such pledge is to be made as security for the payment of the hereinafter described Bonds and all of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Promissory Note.

It is intended by the Company that the payments of principal, premium, if any, and interest hereon will be sufficient to enable the Issuer to pay when due the principal, premium, if any, and interest on its $1,300,000 Economic

Development Revenue Bonds (Nabisco, Inc. Project) Series 1981 (the "Bonds"). Each payment of principal, premium, if any, and interest on this Note shall at all times be sufficient to pay the total amount of interest and principal (whether at maturity or upon redemption or acceleration) and premium, if any, payable on the Bonds on such date; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund created under the Indenture on a payment date shall be credited against the payment due hereon on such date; and provided further that, subject to the provisions of the next succeeding sentence, if at any time the amount held by the Trustee in the Bond Fund should be sufficient (and remain sufficient) to pay at the times required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Company shall not be obligated to make any further payments hereunder. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption or acceleration), interest and premium, if any, on the Bonds on such date, the Company shall forthwith pay such deficiency hereunder. The term "Excess Amount" as of any date shall mean the amount in the Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which have matured at maturity or on a redemption date, premium, if any, on such Bonds and past due interest in all cases where Bonds or coupons have not been presented for payment. The total payments to be made by the Company shall be sufficient to pay when due (whether upon maturity, redemption or acceleration) the principal, premium, if any, and interest on the Bonds.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Financing Agreement. The obligations of the Company to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer under the Financing Agreement or under any other agreement between the Company and the Issuer or out of any indebtedness or liability at any time owing to the Company by the Issuer or for any other reason.

This Promissory Note is subject to prepayment under the terms and conditions, and in the amounts, provided in Article VII of the Financing Agreement.

If an "event of default" occurs under Section 6.1 of the Financing Agreement, the principal of this Promissory

Note may be declared due and payable in the manner and to the effect provided in Article VI of the Financing Agreement.

All terms used in this Promissory Note which are defined in the Financing Agreement shall have the meaning assigned to them in the Financing Agreement.

IN WITNESS WHEREOF, Nabisco, Inc. has caused this Promissory Note to be duly executed, attested and delivered as of May 1, 1981.

NABISCO, INC.

[SEAL]

By _____
_____ President

ATTEST:

_____
_____ Secretary